



Isiah Leggett  
County Executive

David E. Dise  
Director

**SOLICITATION AMENDMENT #2**  
**IFB# 1011883**  
**Multi-Agency Uniforms**  
**October 12, 2011**

PAGE 1 of 1 FOR THE PROCUREMENT:

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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. **YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.**

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DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGE IS APPLICABLE TO THE SOLICITATION:

**The solicitation has been indefinitely postponed.**

**There are no other changes.**

.....

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **HAS BEEN INDEFINITELY POSTPONED.**

ISSUED BY:   
David E. Dise, Director, Department of General Services

NAME OF OFFEROR: \_\_\_\_\_  
(Type or print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN: \_\_\_\_\_  
(Type or print)

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE : \_\_\_\_\_

(Tania Munoz)

Office of Procurement

255 Rockville Pike, Suite 180 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX  
www.montgomerycounty.gov



Isiah Leggett  
County Executive

David E. Dise  
Director

**SOLICITATION AMENDMENT #1**

**IFB# 1011883**

**October 5, 2011**

PAGE 1 of 7 FOR THE PROCUREMENT: **Multi-Agency Uniforms**

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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. **YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT BID.**

\*\*\*\*\*

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

Change 1. Replace page E-6 with page E-6 Revised.

Change 2. Replace pages 27 through 31 with pages 27 Revised through 31 Revised.

Changes are **bolded & italicized**, see Revised page Quotation Sheet E-6.

**There are no other changes.**

.....

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **IS NOT EXTENDED.**

ISSUED BY: \_\_\_\_\_

David E. Dise, Director, Department of General Services

NAME OF OFFEROR: \_\_\_\_\_

(Type or print)

NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN: \_\_\_\_\_

(Type or print)

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE : \_\_\_\_\_

Office of Procurement

IFB #1011883  
MULTI-AGENCY UNIFORMS – GROUP IV –SHERIFF'S OFFICE

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATED QUANTITY-EACH	UNIT PRICE	TOTAL PRICE
1	Short Sleeves, male shirt	Elbeco	5582	200	\$_____	\$_____
2	Short Sleeves, male shirt XXL+	Elbeco	5582	200	\$_____	\$_____
3	Long Sleeves, male Shirt	Elbeco	582	200	\$_____	\$_____
4	Long Sleeves, male shirt – XXL+	Elbeco	582	200	\$_____	\$_____
5	Short Sleeves, female shirt	Elbeco	9782LC	100	\$_____	\$_____
6	Short Sleeves, female shirt XXL+	Elbeco	9782LC	100	\$_____	\$_____
7	Long Sleeves, female Shirt	Elbeco	9582LC	100	\$_____	\$_____
8	Long Sleeves, female Shirt	Elbeco	9582LC	100	\$_____	\$_____
9	Cardigan Sweater	Pine State	2906	10	\$_____	\$_____
10	Cardigan Sweater –XXL+	Pine State	2906	10	\$_____	\$_____
11	Commando Sweater	Blauer	200	20	\$_____	\$_____
12	Commando Sweater –XXL+	Blauer	200	10	\$_____	\$_____
13	Duty Jacket	Elbeco	3915	20	\$_____	\$_____
14	Duty Jacket –XXL+ .	Elbeco	3915	10	\$_____	\$_____
15	Ties – male	Hamburger Woolen	602/98	75	\$_____	\$_____
16	Ties – female	Hamburger Woolen	602/98	25	\$_____	\$_____
17	Turtleneck Shirts	Elbeco	7701	100	\$_____	\$_____
18	Dickies	Elbeco	BR701	300	\$_____	\$_____
19	Tactical Vest	Tactical Vest	80001	20	\$_____	\$_____
20	3-in-1 Parka	Tactical, Parka	48001	20	\$_____	\$_____
21	Response Jacket	Tactical, Response Jacket	48016	175	\$_____	\$_____

AGGREGATE TOTAL FOR GROUP IV: (ITEMS 1-21): \$\_\_\_\_\_

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

**SHIRT REQUIREMENTS – ITEMS 1 THROUGH 8**

- Male shirts must range from 14” – 19.5” (Neck – ½” increments) and from 28” to 40” (sleeves – 1” increments). long – body (tall) shirts must be available with a separate cost to be bid
- Female shirts must range from 28”-48” (chest). Long body (tall) shirts must be available with a separate cost to be bid
- The emblem is to be securely sewn on each shirt, unless otherwise specified, using quality thread to closely match the border trim of the emblem. Emblems are to be centered and affixed on the left shoulder, ½” below the shoulder seam. The cost for this service is to be included in the quoted price. Emblems provided to the contractor by the County
- All shirts, sweaters, and jackets require emblems. Badge patch must be sewn on over the left breast pocket in place of badge holder on duty jackets. cardigan Sweaters require emblems sewn on the left breast.
- Each shirt is to have a sewn-in label specifying numerical size (including long body, if appropriate), manufacturer’s name, fabric content, and cleaning information.
- Each shirt is to be individually packaged in a sturdy plastic bag or wrap.

**1. MALE SHIRT – SHORT SLEEVES**

Tailoring and Style - Shirts will be cut on a form-fitting line, and the shape of the pockets and general style specification. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

Basic fabric - ***Burlington style U8141, 80% Fiber Stretch Polyester/20% Rayon tropical weave with 14% fiber stretch. Weight is 6.0 oz. per square yard or 10.25 oz. per linear yard. Must be treated at the fiber level with Nano Fluid Repellency technology for permanent superior fluid resistance, UV 40+ protection, fabric appearance and durability.***

Creasing - Pockets and pocket flaps to be die creased to give uniform shape and size. Shirt to have five permanent military creases. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

Collar - Convertible collar shall be one piece and to measure 3-1/4" long at points and 1-5/8" wide at back. The collar shall be made with permanent collar stays. The collar and inner yoke to be lined with a compatible Combed Cotton blended poplin fabric for comfort. The collar lining shall be banana shaped.

Collar Stays - Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom ply of the collar. There shall be one horizontal buttonhole.

Sleeves - Sleeves are to be straight and whole and have a 1" hem. These shall be graded in length so as to finish from the shoulder seam as follows:

<u>Size</u>	<u>Finished Length</u>
14 and 14-1/2	9-1/2"
15, 15-1/2 and 16	10"
16-1/2" and above	10-1/2"

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF'S OFFICE**

Front - Each front shall have a facing 3" in width extending from the neckline to bottom of shirt provided by a turnunder of material. The left front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The left front shall contain six vertical buttonholes placed 3/4" from edge, first 2 1/2" down from the neck, balance 3-1/2" apart. Buttons to be strongly attached through two thicknesses of material forming right front and shall correspond to each buttonhole.

Back - There is to be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of cotton blended poplin for additional comfort. There shall be a top stitch along the entire bottom of outside yoke for additional stability.

Pockets - To have two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/2" box stitching top and bottom to prevent spreading.

Flaps - To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a non-functional matching button and buttonhole sewn on the flap. Flap closures shall have side points of the flaps are to be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

Badge Tab - To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Buttons - All buttons shall be made from melamine material for durability and must match fabric.

Interlining - Top center to be lined with **Freudenburg** interlining. Flaps to be EZ crease. **Cuffs and band to be 37 H'press.**

Size Markings - DutyMax woven label to be sewn in yoke, with size label sewn next to it.

Pressing and Packaging - Shirts shall be carefully pressed, packed two to a box with the sizes marked on the outside of the box at the one end.

A Montgomery County Sheriff's Office emblem must be sewn on the left sleeve 1/4" down from the sleeve seam.

**As per Elbeco, Style #5582 or equal.**

**2. MALE SHIRT – SHORT SLEEVES, XXL+**

As per above EXCEPT size XXL and over

**As per Elbeco, Style #5582 or equal.**

**SECTION D –SPECIFICATION/ SCOPE OF WORK GROUP IV SHERIFF’S OFFICE**  
**Continued**

**3. MALE SHIRT – LONG SLEEVES**

As per above EXCEPT

Collar - The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. Innerstand and inner yoke to be made of a compatible Combed Cotton blended poplin fabric for additional comfort.

Collar Stays - Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom ply of the collar. The stand shall fasten with one button. There shall be one horizontal buttonhole

Sleeves - To be straight and whole with a pleat at the cuff. The cuffs are to be 2-7/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff. The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

Front - The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The left front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Interlining - Top center to be lined with Freudenburg interlining. Flaps to be EZ crease. Cuffs and band to be 37 H'press.

**As per Elbeco, Style #582 or equal.**

**4. MALE SHIRT – LONG SLEEVES, XXL+**

As per above EXCEPT size XXL and over

**As per Elbeco, Style #582 or equal.**

**5. FEMALE SHIRT – SHORT SLEEVES**

As per above EXCEPT

Collar - Convertible collar shall be one piece and to measure 3-1/8" long at points and 1-5/8" wide at back. The collar shall be made with permanent collar stays.

Sleeves – Sleeves are to be straight and whole and have a 1" hem. The finish shall be 9-1/2" long from shoulder seam

Front - Each front shall have a facing 3" in width extending from the neckline to bottom of shirt provided by a turnunder of material. The right front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4"

**SECTION D –SPECIFICATION/ SCOPE OF WORK GROUP IV SHERIFF’S OFFICE**  
**Continued**

from both edges. The right front shall contain six vertical buttonholes placed 3/4" from edge, first 2-1/2" down from neck, balance 3-1/2" apart.

Pockets - To have two breast pockets with mitred corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/4" box stitching top and bottom to prevent spreading.

Flaps - To have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a non functional matching button and buttonhole sewn on the flap.

**As per Elbeco, Style #9782LC or equal.**

**6. FEMALE SHIRT – SHORT SLEEVES, XXL+**

As per above EXCEPT size XXL and over.

**As per Elbeco, Style #9782LC or equal.**

**7. FEMALE SHIRT – LONG SLEEVES**

As per above EXCEPT

Collar - The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. Innerstand and inner yoke to be made of a compatible Combed Cotton blended poplin fabric for additional comfort.

Collar Stays - Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom ply of the collar. The stand shall fasten with one button. There shall be one horizontal buttonhole.

Sleeves - To be straight and whole with one pleat at the cuff. The cuffs are to be 2-5/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff. The sleeve opening shall measure 3-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

Front - The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The right front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on left side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Interlining - Top center to be lined with **Freudenburg** interlining. Flaps to be EZ crease. **Cuffs and band to be 37 H'press.**

**As per Elbeco, Style #9582LC or equal.**

**SECTION D –SPECIFICATION/ SCOPE OF WORK GROUP IV SHERIFF’S OFFICE (Continued)**

**8. FEMALE SHIRT – LONG SLEEVES, XXL+**

As per above EXCEPT size XXL and over.

**As per Elbeco, Style #9582LC or equal.**

**9. CARDIGAN SWEATER**

Color: Brown

Cardigan sweaters are 100% orlon, dark brown, interlocked weave, coat style reinforced neck and shoulders, double elbows, 6 coordinating button front, and knit wrists with the emblem sewn on the left breast.

Size availability will be XS (32-34), S (36-38), M (40-42), L (44-46), XL (48-50), XXL (52-54), XXXL (56-58) to fit men and women.

**As per Pine State, Style #2906 or equal**

**10. CARDIGAN SWEATER XXL+**

As per above EXCEPT size XXL and over

**As per Pine State, Style #2906 or equal**

**11. COMMANDO SWEATER**

Color: Blauer Brown – Male & female

General Design - Shall be pull over style, wool 2 x 2 rib throughout, crew neck with a straight body and set in sleeves. The number of counted ribs from side seam to side seam across the chest and bottom welt shall be equal to the chest size in inches. Durable cloth patches shall re-enforce shoulders and elbows. The body and sleeve welts shall be knit with a non raveling edge.

Knitting - The garment is to be knitted from 2 x 2 construction, using .54 inches of yarn per stitch.

Seam Construction - All sweater seams shall be stitched using an overlock machine, except for the shoulder and sleeve cuff seams. The shoulders and underarms shall be reinforced with 5/8 inch cotton tape, to prevent underarm seam from coming apart under stress.

Patches - The sweater is to have re-enforcing patches on each shoulder and sleeve. The patches must match the color of the sweater. The patches, with raw edges turned in, are to be secured by a double needle lock stitch, except for the edge incorporated into the sleeve seam. . There must be no puckering, gathering or distortion, where the patches are sewn to the sweater. The sleeve patch shall be contoured to fit the arm.

Badge Patch - There must be a badge patch on the left breast measuring approximately 3 inches by 4 inches, attached to the sweater.



# **Notice to Bidders**

## **Invitation for Bids # 1011883 Multi-Agency Uniforms**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then Item #26, under Section A, "Services Contract", on page A, and "Wage Requirements Certification", under "Mandatory Submissions: (a) Bid Submissions," on page B, will be marked. And, in this event, the "Requirements for Services Contract Addendum" should be attached.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. If you fail to submit and complete the required material information on the form(s), your bid may be unacceptable under County law and may be rejected for non-responsiveness.

As noted in Attachment "C" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law that is attached. Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website ([www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)), and clicking on "Departments," "General Services," and then "Office of Procurement." Also, the Wage Requirements law ("Living Wage") is available at the same website.

**MONTGOMERY COUNTY, MARYLAND**  
**INVITATION FOR BIDS**  
**GENERAL INFORMATION**

NOTE TO POTENTIAL BIDDERS:

Your bid is to be returned in a sealed envelope that should be at least 9-1/2" x 12-1/2" in size, and is to be clearly marked with the IFB number, the Opening Date, and the Opening Time. The County will not be responsible for premature or late opening of a bid that is improperly addressed or identified. Bids must be received at the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, MD 20850-4166, prior to the date and time specified in the attached solicitation.

The County will not accept fax bids. Fax bids will be returned to the bidder.

Please note the **Name and Signature Requirements** located on the Solicitation, Bid & Award Sheet. Failure to sign your bid as required may be cause for your bid to be deemed **non-responsive**.

Please note the Mandatory Bid Submissions on Page B. The checked items must be submitted with your bid. Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.

Please note the method of award stated in this solicitation on Page A and Page 1, in Section A, Item #3.

BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT  
 ROCKVILLE CENTER, 255 ROCKVILLE PIKE, SUITE 180  
 ROCKVILLE, MARYLAND 20850-4166

IFB#:	1007765	OPENING DATE:	October 13, 2011	OPENING TIME:	11:00 a.m.
FOR:	Multi-Agency Uniforms			ISSUE DATE:	September 12, 2011

**SECTION A – INSTRUCTIONS, CONDITIONS AND NOTICES**

The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.

1		<u>BID GUARANTEE</u> : A bid guarantee of N/A is required for this bid.
2	<input checked="" type="checkbox"/>	INTENT: A. <u>XX</u> B. _____
3	<input checked="" type="checkbox"/>	<u>METHOD OF AWARD</u> A. _____ B. <u>X</u> C. _____ D. _____ E. _____ (other)  Price preference of N/A percent.
4		<u>OPTIONAL PRE-BID CONFERENCE</u> Date: _____ Time: _____ Location: _____
5	<input checked="" type="checkbox"/>	OR EQUAL INTERPRETATION
6	<input checked="" type="checkbox"/>	<u>QUESTIONS</u> : Technical Contact: See Agency listing Section C, no.60 Non-Technical Contact: Penny Perrus Karakaya 240 777-9925
7		SAMPLES
26		<b>SERVICES CONTRACT</b> (see "NOTICE TO BIDDERS" for website of the current wage rate)
27		<b>CONSTRUCTION CONTRACT</b> (see Attachment D)

All provisions in the solicitation, including Section A, numbers 8 through 25, shall be applicable to any contract awarded as result of this solicitation.

**SECTION B – GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**

All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance table for this solicitation is: Table A. X or Table B \_\_\_\_\_. If neither table is checked off above then the insurance requirements will be attached to this solicitation and incorporated into Section B as an appendix.

**SECTION C – SPECIAL TERMS AND CONDITIONS**

The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

1		ADD OR DELETE
2	<input checked="" type="checkbox"/>	<u>ANNUAL PRICE ADJUSTMENT</u> A. _____ Commodity/Service Group: B. <u>X</u> All Items
3		CATALOG DISCOUNT PRICES
4	<input checked="" type="checkbox"/>	CATALOG/PRICE LIST REQUIREMENTS
5		CERTIFICATE OF ORIGIN
6		CLEANING OF SITE
7	<input checked="" type="checkbox"/>	<u>CONTRACT ADMINISTRATOR</u> : The designated Contract Administrator for this contract is: The designated Contract Administrator for this contract is: The designated Contract Administrator for this contract is indicated on the Agency Listing, Section C, no.60 .
8	<input checked="" type="checkbox"/>	<u>CONTRACT TERM</u> <u>X</u> A. _____ B. Other: _____
9		CONTRACT VALUE
10		CONTRACTOR RESPONSE
11	<input checked="" type="checkbox"/>	CORRECTION OF WORK AFTER FINAL PAYMENT
12		CORRECTION OF WORK BEFORE FINAL PAYMENT
13		DAMAGE/SHORTAGE
14	<input checked="" type="checkbox"/>	DEALER STATUS
15	<input checked="" type="checkbox"/>	DELAYS AND EXTENSION OF TIME
16	<input checked="" type="checkbox"/>	DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18		EQUIPMENT PREPARATION
19		ESTIMATES
20	<input checked="" type="checkbox"/>	FAILURE TO PERFORM/DELIVER
21		HEAVY DUTY

22		INVOICES – (Contact Person) (Address) (Address) (Phone #, Fax #) All true and correct copies of invoices and all inquiries regarding payment must be directed to the above address. Failure to comply with this requirement may delay payment.
23		LABOR COSTS
24		MANUALS
25		MATERIAL AND WORKMANSHIP
26		MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28	<input checked="" type="checkbox"/>	MULTIPLE AWARDS
29	<input checked="" type="checkbox"/>	NET PRICES
30	<input checked="" type="checkbox"/>	NEW MATERIALS
31	<input checked="" type="checkbox"/>	OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS
33		PARTS/SERVICE
34		PAYMENTS
35		<u>PERFORMANCE BOND</u> : In the amount of ____ is required.
36		(this provision has been intentionally left blank)
37		PROTECTION OF EXISTING FACILITIES
38	<input checked="" type="checkbox"/>	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39		PURCHASE ORDERS/JOB RELEASES
40	<input checked="" type="checkbox"/>	QUANTITIES
41		SAFETY STANDARDS

42		SERVICE
43		SITE INSPECTION – (name) (phone #)
44		TRAVEL TIME
45		WARRANTY
46	<input checked="" type="checkbox"/>	REQUIRED DELIVERY SCHEUDLE –See pg E - 7
47	<input checked="" type="checkbox"/>	EQUALS/SUBSTITUTION AND SAMPLES
48	<input checked="" type="checkbox"/>	PRICES
49	<input checked="" type="checkbox"/>	CHANGES IN SPECIFICATIONS
50	<input checked="" type="checkbox"/>	DEFECTIVE ITEMS
51	<input checked="" type="checkbox"/>	ADHERENCE TO SPECIFICATIONS AFTER AWARD
52	<input checked="" type="checkbox"/>	ORDERS
53	<input checked="" type="checkbox"/>	PACKAGING
54	<input checked="" type="checkbox"/>	STENCILING/SEWING EMBLEMS
55	<input checked="" type="checkbox"/>	MEASUREMENTS
56	<input checked="" type="checkbox"/>	GARMENT FIT
57	<input checked="" type="checkbox"/>	RECORDS
58	<input checked="" type="checkbox"/>	CONSTRUCTION & WORKMANSHIP
59	<input checked="" type="checkbox"/>	INSPECTION OF VENDOR FACILITIES
60	<input checked="" type="checkbox"/>	CONTRACT ADMINISTRATORS, BILLING
61	<input checked="" type="checkbox"/>	DELIVERY LOCATIONS
62	<input checked="" type="checkbox"/>	PROMPT DELIVERY
63	<input checked="" type="checkbox"/>	INVOICES
64	<input checked="" type="checkbox"/>	BRAND NAMES
65	<input checked="" type="checkbox"/>	SAMPLES AND SPECIFICATIONS

**MANDATORY SUBMISSIONS:**a. **BID SUBMISSIONS:**

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation must be submitted with your bid reply:

\_\_\_\_\_ Current Manufacturer catalog(s)      \_\_\_\_\_ Descriptive Literature      \_\_\_\_\_ Other:  
 \_\_\_\_\_ Price List(s)      XX Delivery Schedule      \_\_\_\_\_ Bid Guarantee (see pages A & 1)  
**Wage Requirements Certification** (see “NOTICE TO BIDDERS” for website providing the current wage rate) and (See Attachment C)

**XX E– “SOLICITATION, BID AND AWARD SHEET” (including page E and pages E-1 through E-8 Quotation Sheet(s), Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.**

(Bidders Must Complete the **NAME & SIGNATURE REQUIREMENTS** in Part II on the Solicitation, Bid and Award Sheet, Page E)



**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Charles County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	OmniRide
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Potomac & Rappahannock Transportation Commission
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Courts	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Authority	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Schools
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Government, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools			
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority			
<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools			

Vendor's Name

IFB # 1011883	<b>MONTGOMERY COUNTY, MARYLAND</b> Multi-Agency Uniforms <b>SOLICITATION, BID AND AWARD SHEET</b>	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE SUITE 180 ROCKVILLE, MD 20850-4166
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**PART I: SOLICITATION (Invitation for Bid ("IFB"))**

SEALED BIDS IN ORIGINAL AND 2 COPIES TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00 am LOCAL TIME ON 10/13/11. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. **BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract Between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

**PART II-BID**

The Bidder, by signing this solicitation, agrees that the County has up to 120 calendar days from the bid opening date and time in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications and amendments of this solicitation shall remain firm for the above time period prior to contract award.

The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a 30-day or greater payment basis will be utilized to recalculate bid prices for method of award purposes. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered for method of award purposes. Optional prompt payment terms: \_\_\_\_\_ % Net \_\_\_\_\_ Days (please insert, if any)

**NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS**

The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following:

**All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.**

BIDDER'S CORRECT LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	TOLL FREE NO.:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.:
BIDDERS E-MAIL ADDRESS:	

<b>ACKNOWLEDGEMENT OF AMENDMENTS</b> The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:			
Amendment No./Date	Amendment No./Date	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
		SIGNATURE OF ABOVE PERSON: _____ DATE: _____	

**PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))**

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:

**YOUR CONTRACT NUMBER IS:**

--	--

MONTGOMERY COUNTY, MARYLAND

BY \_\_\_\_\_  
 PRINTED NAME OF CONTRACTING OFFICER      SIGNATURE OF CONTRACTING OFFICER      AWARD DATE

# QUOTATION SHEET

IFB #1007765

## MULTI-AGENCY UNIFORMS – GROUP I – DOT -DIVISION OF HIGHWAY SERVICE

### QUOTATION SHEET

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATED QUANTITY-EACH	UNIT PRICE	TOTAL PRICE
1	Cargo Pants 28-42 Waist	Red Kap	PT18NV	400	\$_____	\$_____
1A	Cargo Pants 44-56 Waist	Red Kap	PT18NV	200	\$_____	\$_____
2	Cargo Pants -100% Cotton 28-42 Waist	Red Kap	PC56NV	200	\$_____	\$_____
2A	Cargo Pants -100% Cotton 44-56 Waist	Red Kap	PC56NV	100	\$_____	\$_____
3	BDU Trousers Small – X Large	Ultra Force	7885	100	\$_____	\$_____
3A	BDU Trousers XXL – 5XL	Ultra Force	7886 7895 7107 7108	100	\$_____	\$_____
4	BDU Trousers 100% Cotton Small – X Large	Ultra Force	5929	100	\$_____	\$_____
4A	BDU Trousers 100% Cotton XXL – 3XL	Ultra Force	5930 8805	100	\$_____	\$_____
5	Long Sleeve Cotton T-Shirt No pocket Class 2 Marking	Gildan	G2400	200	\$_____	\$_____
6	Long Sleeve Cotton T-Shirt No pocket XXL+ Class 2 Marking	Gildan	G2400	100	\$_____	\$_____
7	Long Sleeve Cotton T-Shirt With pocket Class 2 Marking	Hanes	O7220	200	\$_____	\$_____
8	Long Sleeve Cotton T-Shirt With pocket XXL+ Class 2 Marking	Hanes	07220	100	\$_____	\$_____
9	Long Sleeve T-Shirt With pocket (Gray)	Hanes	07220	50	\$_____	\$_____
10	Long Sleeve T-Shirt With pocket XXL+ (Gray)	Hanes	07220	50	\$_____	\$_____
11	Short Sleeve T-Shirt With pocket Class 2 Marking	Platinum	007WP	750	\$_____	\$_____
12	Short Sleeve T-Shirt With pocket XXL+ Class 2 Marking	Platinum	007WP	400	\$_____	\$_____
13	Cotton Bib Overalls Class 2 Marking Sizes 32 - 50	Berne	BD10DN	50	\$_____	\$_____
14	Cotton Bib Overalls Class 2 Marking Sizes 52 - 56	Berne	BD10DN	50	\$_____	\$_____
15	Insulated Coveralls Hi-Vis	Berne	G1205/40	20	\$_____	\$_____
16	Insulated Coveralls-XXL+ Hi-Vis	Berne	G1205/40	20	\$_____	\$_____



# QUOTATION SHEET

IFB #1007765

## MULTI-AGENCY UNIFORMS – GROUP I – DOT -DIVISION OF HIGHWAY SERVICE

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATED QUANTITY- EACH	UNIT PRICE	TOTAL PRICE
17	Eisenhower Jacket	Red Kap	JT30NV	75	\$_____	\$_____
18	Eisenhower Jacket XXL+	Red Kap	JT30NV	75	\$_____	\$_____
19	Jacket Liner	Red Kap	LN10BK	75	\$_____	\$_____
20	Jacket Liner XXL+	Red Kap	LN10BK	75	\$_____	\$_____
21	Hi-Vis Lined Coat Class 2 Marking	Tri-Mountain	8830	25	\$_____	\$_____
22	Hi-Vis Lined Coat XXL+ Class 2 Marking	Tri-Mountain	8830	25	\$_____	\$_____
23	Supervisor's Hi-Vis Lined Rain Coat Class 2 Marking	Blauer	26950-1	5	\$_____	\$_____
24	Supervisor's Hi-Vis Lined Rain Coat XXL+ Class 2 Marking	Blauer	26950-1	5	\$_____	\$_____
25	Winter Coat w/Hood	Refrigiwear	40	25	\$_____	\$_____
26	Winter Coat w/Hood XXL+	Refrigiwear	40	25	\$_____	\$_____
27	Fleece Jacket	Sportsmaster	401	15	\$_____	\$_____
28	Fleece Jacket XXL+	Sportsmaster	401	15	\$_____	\$_____
29	Utility Jacket	Berne	CH334	50	\$_____	\$_____
30	Utility Jacket XXL+	Berne	CH334	50	\$_____	\$_____
31	Winter Parka	Sportsmaster	7050	5	\$_____	\$_____
32	Winter Parka XXL+	Sportsmaster	7050	5	\$_____	\$_____
33	Mid-Weight Jacket	Sportsmaster	420	10	\$_____	\$_____
34	Mid-Weight Jacket XXL+	Sportsmaster	420	10	\$_____	\$_____
35	Short Sleeve Denim Shirt w/Pocket	Cypress Denim	8965	10	\$_____	\$_____
36	Short Sleeve Denim Shirt w/Pocket XXL+	Cypress Denim	8965	10	\$_____	\$_____
37	Long Sleeve Denim Shirt w/Pocket	Cypress Denim	8960	10	\$_____	\$_____
38	Long Sleeve Denim Shirt w/Pocket XXL+	Cypress Denim	8960	10	\$_____	\$_____
39	Short Sleeve Pique Shirt w/pocket Light Colors	Hilton	Elite	10	\$_____	\$_____
40	Short Sleeve Pique Shirt w/pocket Light Colors XXL+	Hilton	Elite	10	\$_____	\$_____
41	Short Sleeve Pique Shirt w/pocket Dark Colors	Hilton	Elite	10	\$_____	\$_____

# QUOTATION SHEET

IFB #1007765

## MULTI-AGENCY UNIFORMS – GROUP I – DOT -DIVISION OF HIGHWAY SERVICE

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATED QUANTITY- EACH	UNIT PRICE	TOTAL PRICE
42	Short Sleeve Pique Shirt w/pocket Dark Colors XXL+	Hilton	Elite	10	\$_____	\$_____
43	Short Sleeve Jersey Sport Shirt	Jerzees	437	30	\$_____	\$_____
43A	Short Sleeve Jersey Sport Shirt XXL+	Jerzees	437	30	\$_____	\$_____
44	Short Sleeve Jersey Sport Shirt w/pocket	Jerzees	436	60	\$_____	\$_____
44A	Short Sleeve Jersey Sport Shirt w/pocket XXL+	Jerzees	436	60	\$_____	\$_____
45	Hi-Vis Crew Neck Sweatshirt Class 2 Marking	Platinum	1059	50	\$_____	\$_____
46	Hi-Vis Crew Neck Sweatshirt XXL+ Class 2 Marking	Platinum	1059	50	\$_____	\$_____
47	Fluorescent Yellow-Green Hooded Pullover Sweatshirt Class 2 Marking	Camber	532	100	\$_____	\$_____
48	Fluorescent Yellow-Green Hooded Pullover Sweatshirt XXL+ Class 2 Marking	Camber	532	100	\$_____	\$_____
49	Fluorescent Yellow-Green Zip Front Hooded Sweatshirt Class 2 Marking	Camber	531	100	\$_____	\$_____
50	Fluorescent Yellow-Green Zip Front Hooded Sweatshirt XXL+ Class 2 Marking	Camber	531	100	\$_____	\$_____
51	Fluorescent Yellow-Green Coveralls - Unlined	GZCA	2151	25	\$_____	\$_____
52	Fluorescent Yellow-Green Unlined Coveralls XXL+	GZCA	2151	25	\$_____	\$_____
53	Monogram Emblems	NA	NA	1500	\$_____	\$_____
54	Embroidered Monogram	NA	NA	600	\$_____	\$_____
55	Additional Color Emblem	NA	NA	2	\$_____	\$_____
56	Additional Color Embroidery	NA	NA	2	\$_____	\$_____

**AGGREGATE TOTAL FOR GROUP I: (ITEMS 1-56): \$\_\_\_\_\_**

# QUOTATION SHEET

IFB #1007765

## MULTI-AGENCY UNIFORMS – GROUP II –DEPARTMENT OF LIQUOR CONTROL

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATED QUANTITY-EACH	UNIT PRICE	TOTAL PRICE
1	Long Sleeve Work Shirt	Red Kap	SP10BB	100	\$	\$
2	Long Sleeve Work Shirt XXL+	Red Kap	SP10BB	100	\$	\$
3	Short Sleeve Work Shirt	Red Kap	SP20BB	100	\$	\$
4	Short Sleeve Work Shirt –XXL +	Red Kap	SP20BB	100	\$	\$
5	Trousers	Red Kap	PT10NV	500	\$	\$
6	T-Shirt with Pocket	Platinum	007WP	250	\$	\$
7	T-Shirt with Pocket XXL+	Platinum	007WP	250	\$	\$
8	Navy Blue T-Shirt with Pocket Long Sleeve	Platinum	007WP	200	\$	\$
9	Caps	Toppers	HA110R	100	\$	\$
10	Watch Cap with DLC Logo	-----	----	100	\$	\$
11	Eisenhower Jacket with Liner	Red Kap	JT30NV	50	\$	\$
12	Navy Twill Barn Jacket	Berne	CH415	40	\$	\$
13	Shorts	Red Kap	26645	100	\$	\$
14	Shorts – XXL+	Red Kap	26645	100	\$	\$
15	Hooded Sweatshirt	Jerzees	993	150	\$	\$
16	Hooded Sweatshirt XXL +	Jerzees	993	150	\$	\$
17	Sweater	Rohan	795	10	\$	\$
18	Sweater	Rohan	795	15	\$	\$
19	Short Sleeves Golf Shirt	Outer Banks	5063	275	\$	\$
20	Short Sleeves Golf Shirt – XXL +	Outer Banks	5063	175	\$	\$
21	Oxford Button Down Shirt (Short Sleeves)	Edwards	1070	450	\$	\$
22	Oxford Button Down Shirt	Edwards	1020	450	\$	\$
23	Denim Aprons	-----	-----	95	\$	\$

**AGGREGATE TOTAL FOR GROUP II: (ITEMS 1-23): \$**\_\_\_\_\_

# QUOTATION SHEET

IFB #1007765

## MULTI-AGENCY UNIFORMS – GROUP III –DGS - Division of Fleet Management

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATE D QUANTITY -EACH	UNIT PRICE	TOTAL PRICE
1	Long Sleeve Work Shirt	Red Kap	SP10CH	770	\$_____	\$_____
2	Long Sleeve Work Shirt XXL+	Red Kap	SP10CH	220	\$_____	\$_____
3	Short Sleeve Work Shirt	Red Kap	SP20CH	660	\$_____	\$_____
4	Short Sleeve Work Shirt – XXL+	Red Kap	SP20CH	220	\$_____	\$_____
5	Trousers	Edwards	2575-10	2,035	\$_____	\$_____
6	Coveralls	Walls	15062BZ	110	\$_____	\$_____
7	Coveralls-XXL+	Walls	15062BZ	85	\$_____	\$_____
8	Eisenhower Jacket w/Liner	Red Kap	JT30CH/LN 10BK	100	\$_____	\$_____
9	Eisenhower Jacket w/Liner-XXL+	Red Kap	JT30CH/LN 10BK	75	\$_____	\$_____
10	Hip Jacket w/detachable Hood	GCA	3364CH	195	\$_____	\$_____
11	Long Sleeve Shirt, Executive	Edwards	1070/1020	350	\$_____	\$_____
12	Short Sleeve Shirt, Executive	Edwards	1070/1020	290	\$_____	\$_____
13	Trousers, Executive	Edwards	2610	275	\$_____	\$_____
14	Long Sleeves, T-shirt w/ Pocket	Platinum	007WP	725	\$_____	\$_____
15	Long Sleeves, T-shirt w/Pocket-XXL+	Platinum	007WP	275	\$_____	\$_____
16	Short Sleeves, T-shirt w/ Pocket	Platinum	007WP	725	\$_____	\$_____
17	Short Sleeves, T-shirt w/Pocket-XXL+	Platinum	007WP	275	\$_____	\$_____
18	Long Sleeves Shirt –Flame Retardant	Red Kap/Bulwark	SCW2SY	85	\$_____	\$_____
19	Trousers – Flame Retardant	Red Kap/Bulwark	PCW2CH	85	\$_____	\$_____

**AGGREGATE TOTAL FOR GROUP III: (ITEMS 1-19): \$\_\_\_\_\_**

# QUOTATION SHEET

IFB #1007765

## MULTI-AGENCY UNIFORMS – GROUP IV –SHERIFF'S OFFICE

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATED QUANTITY-EACH	UNIT PRICE	TOTAL PRICE
1	Short Sleeves, male shirt	Elbeco	5542	200	\$_____	\$_____
2	Short Sleeves, male shirt XXL+	Elbeco	5542	200	\$_____	\$_____
3	Long Sleeves, male Shirt	Elbeco	542	200	\$_____	\$_____
4	Long Sleeves, male shirt – XXL+	Elbeco	542	200	\$_____	\$_____
5	Short Sleeves, female shirt	Elbeco	9742	100	\$_____	\$_____
6	Short Sleeves, female shirt XXL+	Elbeco	9742	100	\$_____	\$_____
7	Long Sleeves, female Shirt	Elbeco	9542	100	\$_____	\$_____
8	Long Sleeves, female Shirt	Elbeco	9542	100	\$_____	\$_____
9	Cardigan Sweater	Pine State	2906	10	\$_____	\$_____
10	Cardigan Sweater –XXL+	Pine State	2906	10	\$_____	\$_____
11	Commando Sweater	Blauer	200	20	\$_____	\$_____
12	Commando Sweater –XXL+	Blauer	200	10	\$_____	\$_____
13	Duty Jacket	Elbeco	3915	20	\$_____	\$_____
14	Duty Jacket –XXL+	Elbeco	3915	10	\$_____	\$_____
15	Ties – male	Hamburger Woolen	602/98	75	\$_____	\$_____
16	Ties – female	Hamburger Woolen	602/98	25	\$_____	\$_____
17	Turtleneck Shirts	Elbeco	7701	100	\$_____	\$_____
18	Dickies	Elbeco	BR701	300	\$_____	\$_____
19	Tactical Vest	Tactical Vest	80001	20	\$_____	\$_____
20	3-in-1 Parka	Tactical, Parka	48001	20	\$_____	\$_____
21	Response Jacket	Tactical, Response Jacket	48016	175	\$_____	\$_____

**AGGREGATE TOTAL FOR GROUP IV: (ITEMS 1-21):** \$\_\_\_\_\_

# QUOTATION SHEET

IFB #1007765

## MULTI-AGENCY UNIFORMS – GROUP V – DOT- DIVISION OF TRANSIT SERVICES

ITEM #	DESCRIPTION	MANUFACTURER OR EQUAL	STYLE	ESTIMATED QUANTITY-EACH	UNIT PRICE	TOTAL PRICE
1	Men's Long Sleeve White Shirt	Edwards	1260-00	625	\$_____	\$_____
2	Men's Long Sleeve Blue Shirt	Edwards	1260-01	625	\$_____	\$_____
3	Men's Short Sleeve Blue Shirt	Edwards	1210-00	625	\$_____	\$_____
4	Men's Short Sleeve White Shirt	Edwards	12010-01	625	\$_____	\$_____
5	Women's Long Sleeve White Shirt	Edwards	5260-00	250	\$_____	\$_____
6	Women's Long Sleeve Blue Shirt	Edwards	5260-01	250	\$_____	\$_____
7	Women's Short Sleeve Blue Shirt	Edwards	5210-00	250	\$_____	\$_____
8	Women's Short Sleeve White Shirt	Edwards	5210-01	250	\$_____	\$_____
9	Men's Trouser	Liberty	600 MNV	1250	\$_____	\$_____
10	Women's Trousers	Liberty	600 FNV	250	\$_____	\$_____
11	Women's Skirts	Executive Apparel	2303	200	\$_____	\$_____
12	Jackets _ Hip Length	Solar-a	MX	250	\$_____	\$_____
13	Sweaters (S-M-L-Xtra-Large)	SF Knitting Mills	5510	300	\$_____	\$_____
14	Sweaters (2 Xtra-Large)	SF Knitting Mills	5510	100	\$_____	\$_____
15	Sweaters (3 Xtra-Large)	SF Knitting Mills	5510	100	\$_____	\$_____
16	Jackets Hip Length with emblem, Navy	Tri-Mountain	9100	200	\$_____	\$_____
17	Jacket Hip Length with emblem, Navy	Tri-Mountain	9900	200	\$_____	\$_____

**AGGREGATE TOTAL FOR GROUP V: (ITEMS 1-17): \$\_\_\_\_\_**

\_\_\_\_\_ % Surcharge for X-plus sizes (Bidder must indicate percentage). This item must be bid. If zero, please indicate. % surcharge will not be included with aggregate total for purposes of determination lowest bid.

QUOTATION SHEET (continued)

(Procurement specialists may use or delete, as appropriate, the delivery schedule language below. Please delete this note in the final solicitation document.)

QUOTATION SHEET (continued)

REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. Bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

(number of calendar days after receipt of a purchase order or release against a blanket purchase order)

<u>ITEM NO.</u>	<u>QTY</u>	<u>DELIVERY REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED DELIVERY</u>
<u>          </u>	<u>          </u>	<u>Calendar Days</u>	<u>Calendar Days</u>

DESIRED AND REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. A Bidder may offer a delivery schedule that falls between the "Desired" delivery schedule and the "Required" delivery schedule without prejudicing evaluation of the bid. However, bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule if it offers delivery in less time than the desired or required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the desired delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

(number of calendar days after County's signature date of a "Notice to Proceed" or a purchase order)

<u>ITEM NO.</u>	<u>QTY</u>	<u>DEL. DESIRED BY COUNTY</u>	<u>DEL. REQUIRED BY COUNTY</u>	<u>BIDDER'S PROPOSED DEL.</u>
<u>          </u>	<u>          </u>	<u>Calendar Days</u>	<u>Calendar Days</u>	<u>Calendar Days</u>

**MONTGOMERY COUNTY, MARYLAND  
OFFICE OF PROCUREMENT**

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**

(Numbers 1-7, 26 and 27 are subject to selection on Bid Cover Sheet)

**1. BID GUARANTEE**

A Bid Guarantee (Bid Bond, Certified or Treasurer's Check, or Irrevocable Letter of Credit), must be enclosed and accompany each Bid and be duly executed by the Bidder as a principle, and made payable to Montgomery County. Please see the cover sheet for the amount required for the bid guarantee for this particular bid. Bid Guarantees, other than Bid Bonds, will be returned to all except the three (3) lowest bidders within 15 days after the formal opening of Bids, and the remaining Guarantees will be returned to the three lowest bidders within 5 days after the County and the accepted Bidder(s) have executed the contract(s). If no contract has been executed within the time specified herein, the Bidder may request the return of the Bid Guarantee. The County reserves the right of approval of any instrument offered as Bid Guarantee.

**2. INTENT**

- A. The Intent of this Invitation for Bid is to establish a Fixed Price or Rate of Discount Contract for the purchase of goods/services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications and/or Scope of Work, and Quotation Sheet contained herein.
- B. The Intent of the Invitation to Bid is to establish a Time and Materials Contract(s) with a responsible Contractor(s) to complement County forces at various County facilities, as may be required and as may be directed by the Director, Department of General Services, and as called for in the SCOPE OF WORK statement(s) attached. All work shall be performed by a Specialty Contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and makes available for this purpose, a regular force of skilled workmen.

**3. METHOD OF AWARD**

- A. The contract will be awarded to the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bidder is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet. Bidders must bid each item in order to be eligible for an award.
- B. The contract will be awarded by group to the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bidder is determined by the aggregate amount by group of the unit prices extended by the quantities set forth in each group on the Quotation Sheet. Bidders must bid each item within a particular group in order to be eligible for an award for the group itself.
- C. The contract will be awarded to the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bidder is determined by the lowest unit price bid.
- D. The contract will be awarded by line item to the lowest responsive and responsible bidder as determined by the Director, Department of General Services.
- E. The contract will be awarded by any other Method of Award as stated on the Bid Cover Sheet.

Regardless of which Method of Award is selected for this bid (items A-E), THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES, reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County.

Additionally, bidders are hereby notified that the Montgomery County Code, Section 11B-56 concerning the procurement of recycled materials and

supplies is applicable to this solicitation. The Code requires, where practicable, procurement by the County of materials and supplies recycled from solid waste, and authorizes the use of a percentage price preference. The percentage price preference for this solicitation is stated on the cover sheet of this particular bid.

Recycled Material as defined by Section 11B-56 means "material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, industrial scrap material and obsolete inventories..." A percentage price preference means "the percentage by which a responsive bid from a responsible bidder whose product contains recycled materials (or a greater use of recycled materials) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled materials (or a lesser use of recycled materials)."

Bidders offering recycled products as defined by the County Code are cautioned that in order to be eligible for the price preference, the County must be aware at bid opening that the product being offered is recycled. Failure to provide specifications and/or other documentation at bid opening indicating that the product being offered is recycled may result in the bidder not receiving the price preference.

Bidders are also advised that a decision on use of a specification for a good containing recycled materials or a percentage price preference is within the sole discretion of the County and may not be appealed.

**4. OPTIONAL PRE-BID CONFERENCE(S)**

One or more optional Pre-Bid Conference(s) will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference(s). For information regarding the date, time, and place of the conference(s), please see the cover sheet of this bid.

**5. OR EQUAL INTERPRETATION**

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

**6. QUESTIONS**

All technical and non-technical questions pertaining to this Invitation for Bid should be directed to the individuals whose names are indicated on the Bid Cover Sheet.

**7. SAMPLES**

When samples are required it will be so indicated. Samples must be submitted so as to arrive at the designated location prior to the opening of bids and must be identified with the NAME OF BIDDER, BID NUMBER AND BID ITEM NUMBER. Failure to properly identify samples may cause bid to be considered non-responsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within ten (10) days after award. Samples may at the County's option be retained for the life of any subsequent contract period.

**8. ACCEPTANCE TIME**

By submission of an offer under this solicitation, the offeror agrees that the County has 120 days of acceptance time in which to issue an award. The County reserves the right to reject as non-responsive any offer that specifies less than 120 days of acceptance time.



#### 9. ALTERNATE OFFERS

Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

#### 10. AWARD OR REJECTION OF BID

- A. Failure to enclose and submit requested data, surety or other documents in the sealed bid return envelope as may be requested herein may be cause for rejection of the bid.
- B. The County reserves the right to accept or reject any or all bids, or portion thereof, to waive informalities and minor irregularities and to award the Contract in the best interest of the County.
- C. Conditional or qualified bids are subject to rejection.
- D. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

#### 11. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

#### 12. BID PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed contract award, if the bidder seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for bids, if the bidder seeks as a remedy the cancellation or amendment of the solicitation. **Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Montgomery County Government". The Director, Department of General Services, may return the filing fee to the protesting bidder, if the protest is sustained.** The Director, Department of General Services, must dismiss any protest not timely received.

Only a bidder who is "aggrieved" may file a protest. Aggrieved means that the bidder who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked bidder is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked bidders or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the bidder is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the bidder contends supports the protest. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the bidder making the protest.

#### 13. BID WITHDRAWAL/MODIFICATION

Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

#### 14. BIDDER'S PAYMENT TERMS

The County will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

#### 15. BIDS

Sealed Bids are hereby solicited, to be opened in Suite 180, Rockville Center, 255 Rockville Pike, Rockville, MD 20850, for the purchase of Supplies, Material, Equipment and/or Services in accordance with the Instructions, Terms, Conditions and Specifications and/or scope of work set forth in this Invitation. Bids are to be returned in a sealed envelope which should be at least 9 1/2" X 12 1/2" in size, and be clearly marked with the IFB number, opening date, and the opening time. Bids received after the time specified will not be considered and will be returned unopened to the bidder. The County will not be responsible for premature or late opening of bids improperly addressed or identified.

Information regarding the bid results (apparent low bidder) for this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at:

[http://www.montgomerycountymd.gov/content/DGS/pro/public\\_awards.asp](http://www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp)

#### 16. ERRORS IN BIDS

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting the bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.
- B. The unit price will govern in the event of a discrepancy between the unit price bid and the extended price.
- C. The sum of the extended prices will govern in the event of a discrepancy between the aggregate total bid and the extended prices.
- D. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

#### 17. JOINT PROCUREMENT (Optional Use of the Contract)

The following entities within Montgomery County must be able to purchase directly from contracts resulting from this solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)  
Montgomery College (MC)  
Montgomery County Public Schools (MCPS)  
Montgomery County Revenue Authority  
Montgomery County Housing Opportunities Commission (HOC)  
Washington Suburban Sanitary Commission (WSSC)  
Municipalities & Special Tax Districts in Montgomery County

While this IFB is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction above will be solely responsible for and contract directly with the bidder under the jurisdictions own procurement laws and regulations. **ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.**

#### 18. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

#### 19. MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this solicitation and any contracts awarded pursuant to this solicitation. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Suite 180, Rockville, Maryland 20850. The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

It is the responsibility of the offerors to keep informed of the current status of any proposed awardees for contracts in which they are interested, as per Section 3.2.2 of the Procurement Regulations.

Information regarding the proposed awardee(s) under this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: [www.montgomerycountymd.gov/content/DGS/pro/public\\_awards.asp](http://www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp)

#### 20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

#### 21. PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

#### 22. PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective bidders that the County has unlimited data rights regarding bids submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the bidder to clearly identify each part of his/her offer that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The bidder agrees with regard to any portion of the proposal that is not stamped as proprietary or confidential that it believes, and expressly permits the County to deem it not to be proprietary or confidential.

#### 23. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective Contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

#### 24. SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. UNLESS A WAIVER IS GRANTED, OFFERORS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

- (a) By returning one signed copy of the amendment either with your bid or by sending it separately to the Office of Procurement.
- (b) By acknowledging receipt of the amendment on the Solicitation, Bid, and Award sheet that is submitted.
- (c) By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

A waiver may be granted by the Director, Department of General Services, if deemed to be in the County's best interest. No waiver may be granted, however, until the offeror states in writing that the offeror will be bound by any substantive changes made by the amendment to the terms of the solicitation. If an offeror desires to change an offer that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers, and which is received at the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

#### 25. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

#### 26. SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its bid may be deemed unacceptable under County law and may be rejected for non-responsiveness.

#### 27. PREVAILING WAGE (County Code §§11B-33C, and 20-75)

The prevailing wage law applies to all construction contracts. Under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

## SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

### 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, *et seq.*

### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, *et seq.*

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

### 5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

### 6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
  - (2) give direction to the contractor to ensure satisfactory and complete performance;
  - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
  - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
  - (5) accept or reject the contractor's performance;
  - (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
  - (7) prepare required reports;
  - (8) approve or reject invoices for payment;
  - (9) recommend contract modifications or terminations to the Director, Department of General Services;
  - (10) issue notices to proceed; and
  - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also

agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).

- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

#### 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

#### 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

#### 17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

#### 18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

#### 19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

#### 20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

#### 21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attach.
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attach.
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attach.
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #)				
Office of Procurement				
Rockville Center				
255 Rockville Pike, Suite 180				
Rockville, Maryland 20850-4166				
*Professional services contracts only				

TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attach.
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #)				
Office of Procurement				
Rockville Center				
255 Rockville Pike, Suite 180				
Rockville, Maryland 20850-4166				

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end

of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

PMMD-45. REVISED 04/01/10

SECTION C - SPECIAL TERMS AND CONDITIONS

(Subject to selection on Bid Cover Sheet)

1. ADD OR DELETE

During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable.

In the event the facilities are added (except as provided herein), a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. No payment will be made for facilities deleted.

2. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment, after this one year period, are subject to the following:

- ◆ Approval or rejection by the Director, Department of General Services or designee.
- ◆ Must be submitted in writing to the Director, Department of General Services, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- ◆ Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- ◆ May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.
- ◆ The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- ◆ Should be effective sixty (60) days from the date of receipt of the contractor's request.
- ◆ Must be executed by written contract amendment.

### 3. CATALOG DISCOUNT PRICES

Prices are to be quoted in terms of Percentage Discount from a Current Price List, inclusive of all charges for delivery as specified herein. "List" shall be manufacturer's published catalogs and price lists and/or Contractor's own published catalogs and price lists. Sources of "List Prices" are to be clearly described in the attached Quotation Sheet. Dealer list price plus added up percentage amounts are acceptable, provided they are clearly stated on the Quotation Sheet.

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of the Director, Department of General Services. The discount quoted shall remain firm for the entire contract period.

### 4. CATALOGS/PRICE LIST REQUIREMENTS

It will be the responsibility of the successful Contractor to provide current, complete manufacturer's catalogs including current styles, models, numbers, and latest published price lists within ten (10) working days of written notification of the County's intent to award a contract. Such material must be provided before finalization of any documents.

Should the vendor fail to provide such materials, the County may consider the bidder as non-responsive and proceed with award of contract to next lowest responsive bidder.

### 5. CERTIFICATE OF ORIGIN

Certificate of origin must be submitted with delivery of units. Units delivered without Certificate of Origin and Owner Warranty will not be accepted.

### 6. CLEANING OF SITE

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All building surfaces and work areas are to be left "broom clean."

### 7. CONTRACT ADMINISTRATOR

A Contract Administrator shall be designated by the Director, Department of General Services or authorized representative. The Contract Administrator shall be responsible for:

- A. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used.

- B. Approving the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records.
- C. Approving the rental of equipment and/or tools that may be considered "not customary" to the trade.
- D. Inspecting all work performed and authorizes payment upon acceptance.

The designated Contract Administrator is named on the Bid Cover Sheet.

### 8. CONTRACT TERM

- A. The term of the contract is for 1 year from the date of signature by the Director, Department of General Services. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for 2 additional one-year periods.

- B. The contract term shall be for the period of time as stated on the Bid Cover Sheet.

### 9. CONTRACT VALUE

This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated in the SCOPE OF WORK represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

In addition, any jobs estimated to exceed \$15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by the Director, Department of General Services, when determined to be in the County's best interest.

### 10. CONTRACTOR RESPONSE

In an emergency situation, the Director, Department of General Services, or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to effect repairs/replacement as required. This provision will be used only during a Civil Defense Operation or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem, and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

### 11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting there from, which shall appear or occur within the guarantee period beginning with the date of final payment, or from the date of the County's substantial usage of the project, whichever is earlier. The County shall give notice of observed defects with reasonable promptness.

### 12. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

### 13. DAMAGE/SHORTAGE

The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

### 14. DEALER STATUS

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within fifteen (15) working days if so requested by the County at any time during the contract period. Should the Contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

#### 15. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

#### 16. DELIVERY INSTRUCTIONS

All deliveries are to be made to the locations identified and listed on the bid and are to be coordinated and scheduled with the individuals as indicated.

#### 17. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

The primary user of this contract will be the Department named on the Bid Cover Sheet. This agency is authorized to use their own internal Job Release System and Financial Department methods. All other users of this contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Department of General Services.

#### 18. EQUIPMENT PREPARATION

New vehicles/equipment service and preparation, as recommended by the manufacturer, shall be completed by the successful bidder prior to delivery. Equipment delivered shall be prepared and ready for the designed and intended service use.

No dealer identification is to be affixed to any new units.

#### 19. ESTIMATES

Prior to the commencement of work on any requirements, the Contract Administrator and the Contractor will prepare an "Estimate to Complete" containing the following:

- A. Brief description of the work to be performed.
- B. Number of labor hours and types of labor.
- C. Material cost estimate.
- D. Estimated completion date.

All estimates must be signed and dated by the Contract Administrator and the Contractor, and reference the contract number. A copy of the estimate must be sent to THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES, labeled "File with Contract."

#### 20. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

#### 21. HEAVY DUTY

The term "heavy duty" shall be interpreted to mean, "the item shall be designed for unusual strain and/or severe service."

#### 22. INVOICES

All true and corrected invoices are to be sent to the contract Administrator or the person named on the Bid Cover Sheet.

#### 23. LABOR COSTS

The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

#### 24. MANUALS

Successful bidder shall provide a minimum of two (2) copies of Operator's Manuals and one (1) copy each of Shop Manual and Parts Manual to be furnished upon delivery of the units.

#### 25. MATERIAL AND WORKMANSHIP

The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator or the authorized representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

#### 26. MATERIALS

The County reserves the right to furnish any or all materials for work under this contract. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor shall be at Contractor's Cost including, if appropriate, material handling costs as part of material costs, shall include only costs clearly excluded from the Labor Hour rate. Material handling cost may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

#### 27. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code.

#### 28. MULTIPLE AWARDS

In the event of multiple awards resulting from this solicitation, the contract period will approximate one (1) year, as it is the County's intent that all contracts awarded under this solicitation terminate on the same date.

#### 29. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination, freight prepaid and allowed, and inside delivery. Prices are less Federal, State, and Local taxes.

#### 30. NEW MATERIALS

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

#### 31. OPTION TO INCREASE QUANTITIES

Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the IFB Quotation Sheet. The County reserves the right to purchase additional units within the date shown by the bidder on the IFB Quotation Sheet, or within six (6) months of the date that the initial award is made, whichever is later. The Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of



any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

### 32. ORDERING TERMS

Orders placed before, but delivered after the effective termination date of the contract, are to be honored with all terms, conditions and prices of the contract in effect until the final delivery and/or installation is made and accepted by the County.

### 33. PARTS/SERVICE

To best serve the needs and interests of Montgomery County, it is the intention of these specifications to secure bids only on units which can be efficiently maintained and serviced without the necessity of the County stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts. Bidders shall specify nearest location of parts depots from which parts may be obtained at any time during the day or night.

### 34. PAYMENTS

Payment shall be made upon submission of invoices in four (4) copies on a monthly basis, by the first day of the month, for all work performed during the previous month. Invoices are to be supported by records of "Time and Material", with the approval signature of the Contract Administrator (or designee). Material prices shall be subject to verification. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when such record is requested by the Director, Department of General Services.

### 35. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurers Check or Irrevocable Letter of Credit) prepared on an approved form in the amount indicated on the Bid Cover Sheet. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

36. (this provision has been intentionally left blank)

### 37. PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor's employees.

### 38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

### 39. PURCHASE ORDERS/JOB RELEASES

Prior to the commencement of work, THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES or authorized representative, shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or

Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

### 40. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

### 41. SAFETY STANDARDS

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

### 42. SERVICE

The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces in the Solicitation, Bid, and Award Sheet.

### 43. SITE INSPECTION

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them with all provisions contained in the invitation. Site inspections may be arranged by calling the individual named on the Bid Cover Sheet.

### 44. TRAVEL TIME

No payment for travel time to or from job site shall be charged. Charges begin when Contractor arrives at each job site and end when crew leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

### 45. WARRANTY

The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the Bid Cover Sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

### 46. Required Delivery Schedule

See End of Quotation Sheet for Required Delivery Schedule (see Page E-8)

### 47. Equal/Substitution and Samples

Equal/Substitution items must be fully compatible when intermingled with existing uniform clothing in style, quality of construction, fabric content, care and color.

Except where otherwise indicated in the specifications, in addition to literature, bidders offering equal/substitute items are to submit fabric samples and color charts for each equal/substitution within 5 days of notification from the County. All literature, fabric samples and charts are to clearly reference bid section and item number.

### 48. Prices

Prices are net, inclusive of all charges for transportation, FOB Destination, Inside Delivery. Prices must also include the cost of all required labor to attach, sew, and/or stencil emblems, monograms and logos to any garment. Prices are less Federal Excise Tax

#### 49. Changes in Specifications

Any changes or deviations in specifications, (including discontinuance of an item by the manufacturer and replacement by an alternate item), after award of contract, must be submitted in writing to the Director, Office of Procurement for approval. Failure to do so will result in non-payment for delivery of unauthorized items. The County may accept or reject any such changes by issuing a contract modification adding or deleting the item from the contract.

#### 50. Defective Items

The Contractor(s) shall be responsible for the replacement or repair of any contract item(s) which are found to be defective. Examples of such defects include but are not limited to: shirts without buttons or emblems; trousers without zippers or belt loops; belts with non-working buckles, etc. The Contractor(s) will be responsible for shipping costs associated with items needing replacement or repair. Resolution of the problems and/or return of the replaced or repaired items shall be done within seven (7) calendar days from notification of the County's Contract Administrator.

#### 51. Adherence to Specifications After Award

The County reserves the right to test materials from any garment in any lot of clothing delivered and should the material fail to conform with these specifications in any way, the entire lot may be rejected and replacement required. Payment for said garments shall be withheld until final correction of the problem.

#### 52. Orders

Using Agencies may place orders using one of the following methods:

##### A. Blanket Purchase Orders

Blanket purchase orders cover a fiscal year's dollar allocation rather than specific items or quantities. The order will state the authorized personnel who may place releases, and the total approved allocated funds. Releases will be made for specific items (or for specific uniformed employees) in writing. It is the Contractor's responsibility to keep a running total of all dollar amounts ordered and shipped against a blanket order and not to accept releases or deliver goods exceeding the total dollar authorization of the blanket purchase order.

##### B. Individual Purchase Order

This order will be for a single purchase of a specific number of designated item(s) to a specific delivery location and may not exceed the quantity or dollar amount stated on the purchase order.

#### 53. Packaging

All packages are to be marked with the appropriate purchase order number and/or release number. If uniform items are ordered:

- A. by employee name, the order is to be individually boxed with the employee's name, quantity and type of garments noted on the outside;
- B. by type garment, (i.e. shirts), each size is to be packed separately with notation on box to indicate type garment, quantity and size.

#### 54. Stenciling/Sewing Emblems

The County and/or department emblems, braids (when not specified herein), and chevrons will be furnished by the County, where specified. These items must be stenciled/sewn on by the Contractor(s) and the cost for these services is to be included in the quoted prices of the garments. The cost of embroidering a monogram onto the garment will be covered as an additional charge only for Group I on the quotation sheet.

#### 55. Measurements

Departments/agencies may choose to utilize one or more of the following methods, (or combination of methods) to accomplish the necessary measurements and fittings of uniform items as indicated on the specification sheets herein:

- Method A: The Contractor(s) shall take individual measurements for the required garments and accomplish all fittings at a place and time designated by the County, not more than 5 (five) days after notification by department/agency;
- Method B: The Contractor(s) shall supply a complete size run of required garments to be used by departments/agency personnel for department/agency personnel to determine own measurements.
- Method C: The Contractor(s) shall supply current and complete manufacturer's size and measuring charts and instructions on proper use, for department/agency personnel to determine own measurements.

#### 56. Garment Fit

Any garment received that is incorrectly fitted because of Contractor's measurement error or factory delivery error shall be exchanged for the correct size. The Contractor(s) will be responsible for, and is to include in the quoted price, alterations required to adjust or finish length of slacks, trousers, and skirts, and length of sleeves of shirts, jackets and blazers. Additional alterations to change style, cut, or fit of garment will not be the responsibility of the Contractor(s) and will be done at the request of the department/agency under a separate County alteration contract.

Pick-up, re-delivery, and alterations necessary to correct faulty garments shall be at the Contractor(s) expense and garments must be re-altered and returned within seven (7) days after pick-up.

#### 57. Records

The Contractor(s) shall be required to maintain an up-to-date listing of each and every item purchased either by the County or by the authorized County employee. Said list shall be made available to the department's/agency's Contract Administrator once every quarter and upon request. The list shall be in chronological sequence and shall include:

- A. The Recipient County employee's first and last names, his/her rank and badge number (for Sheriff's Office), his/her measurements and date when measurements were taken.
- B. Furnished in the same area on the list with the above data shall be the garment or accessory purchased, including the quantity and size of each item and the date received (if not received, the estimated time/date of delivery).
- C. The same area on the list shall include who is to pay or who paid for the item (the County or the recipient individual who signed for the garment).

All records shall become the property of and shall be relinquished to the Montgomery County Government within five (5) days upon termination or expiration of the contract.

#### 58. Construction & Workmanship

All garments to be provided under the terms of this contract shall represent the best commercial practice in terms of construction and workmanship. All interested bidders are invited to examine a sample of at least one of each item included in this invitation for bid to satisfy questions related to the products. All bidders desiring to view existing uniform garments prior to bid opening may contact the group's designated Contract Administrator (see No. 60 for designated Contract

Administrator, Billing). All such inquiries shall be made at least one week prior to bid opening.

**59. Inspection of Vendor Facilities**

The County reserves the right to inspect a proposed Contractor's premises for assurance of the ability to perform in accordance with the terms and conditions of the contract. Arrangements for such inspection shall include at least twenty-four (24) hour's notice of intent, and a schedule shall be arranged that will prove mutually agreeable to both parties in order to avoid disruption of working schedules.

**60. Contract Administrator, Billing**

All stock items are to be delivered inside within thirty (30) days after receipt of notice, a purchase order, or a release against a BPO.

Group I: Invoices	Jeff Knutsen, Contract Administrator,  DOT Division of Highway Services 100 Edison Park Dr. 4 <sup>th</sup> Floor Gaithersburg, Maryland 20878 Phone # (240)-777-7636
Group II:	Kevin Linton –Contract Administrator, Invoices Department of Liquor Control 16650 Crabbs Branch Way Rockville, Maryland 20855 Phone # (240)-777-1969
Group III:	Tammy Mulford– Contract Administrator, Invoices DGS-Fleet Management 16650 Crabbs Branch Way Rockville, Maryland 20855 Phone # (240)-777-5773
Group IV:	Jo Ann Ricchuiti – Contract Administrator, Invoices Sheriff's Office 50 Maryland Avenue, Rm #447 Rockville, MD 20850 Phone # (240)-777-7077
Group V	Michael Baggage – Contract Administrator, Invoices DOT - Division of Transit Services 101 Monroe Street, 5 <sup>th</sup> Floor Rockville, MD 20850 Phone # (240) 777-5809

**61. Delivery Locations**

Group I: All deliveries are to be made within thirty (30) days after receipt of order. All deliveries are to be made to one of the following locations between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday:

Bethesda Depot, 1283 Seven Locks Road, Bldg. B,  
Rockville, MD 20850  
Colesville Depot, 14335 Cape May Road,  
Silver Spring, MD 20904  
Gaithersburg East/West Depot, 16640 Crabbs Branch Way,  
Rockville, MD 20877  
Silver Spring Depot, 8710 Brookville Road, Bldg. B, Silver  
Spring, MD 20910  
Poolesville Depot, 19200 Jerusalem Church Road,  
Poolesville, MD 20837  
Damascus Depot, 26149 Ridge Road,  
Damascus, MD 20872

Group II: Department of Liquor Control

16650 Crabbs Branch Way  
Rockville, Maryland 20855

Brookeville Maintenance Facility  
8710 Brookeville Road, Building D  
Silver Spring, MD 20910

Group III: DGS-Fleet Management  
16650 Crabbs Branch Way  
Rockville, Maryland 20855

Group IV: Sheriff's Office  
50 Maryland Avenue, Rm #447  
Rockville, MD 20850

Group V: DOT – Transit Services  
Ride On Operations – Gaithersburg  
Contact: Francine Poindexter  
16630 Crabbs Branch Way  
Rockville, MD 20855 Phone (240) 777-5922  
  
Ride On Operations – Silver Spring  
Contact: Lynda Pool  
8710 Brookville Road, Building H  
Silver Spring, MD 20910 Phone (301) 565-7323  
  
Ride On Operations – Kensington  
Contact: Betty Earl  
4925 Nicholson Court  
Kensington, MD 20895 Phone (240) 777-5904

**62. Prompt Delivery**

Prompt delivery is essential to the efficient and orderly operation of the various using agencies. Failure to meet the delivery schedule shall be considered a default in performance and not complying with a provision of this contract. Therefore, the County will pursue a Termination for Default under the Procurement Regulations and County Code. The County may exercise its option to purchase the item from a source that can affect on-time delivery and to charge or deduct from the Contractor any price difference between the contract prices and the higher prices paid to another source.

**63. Invoices**

Unless otherwise specified, all true and corrected invoices containing the following minimum information are to be sent to the respective GROUP list under Item 61.

1. Invoice Number;
2. Purchase Order Number;
3. Group Number or Contract Administrator Name of appropriate Group number;
4. Individual Release Number;
5. Description of Item Shipped;
6. Quantities of Item Shipped;
7. Unit Prices;
8. Extended Prices and
9. Invoice Total

**64. Brand Names**

Brand names and style numbers mentioned in this bid are intended to establish a type, style, grade, color, texture, level or quality and workmanship as well as appearance. Due to the uniform requirements associated with the using agency's apparel, it shall be considered essential that "equal" or substituted items shall match existent items to provide for uniformity of appearance. However, under no circumstances shall a brand designation be considered a "sole source" item. All bids without explicit exceptions as to brand shall be considered by the county as the intention to provide the specified brand items, as well as style and color. Substitution of bid items after contract award shall not be acceptable without prior agreement from

the County and shall not be acceptable as an excuse for late or non-delivery.

65. Samples and Specifications

A sample uniform, consisting of blouse, trousers, and etc. is required within 21 calendar days from request of the County. The sample will comply to Department's (Group) specifications. The Department (Group) will contact the lowest bidders with request for samples to be forwarded to the requesting Department (Group) delivery address as listed in 61.

## SECTION D – SPECIFICATIONS/SCOPE OF WORK

### GROUP I – DOT/Division of Highway Services

#### STENCIL, MONOGRAM EMBLEMS, EMBROIDERED MONOGRAMS

The Contractor shall stencil a monogram in the left breast area, above the left breast pocket if applicable, unless otherwise directed by the Contract Administrator or Designee. Monogram color(s) and design shall be provided by Montgomery County at time of order. The cost to stencil the monogram onto the garment shall be inclusive in the unit price bid on the Quotation Sheet.

Monogram and stencil may be arched, centered and inscribed as follows:

Montgomery County, MD	1/2"
DOT	1/4"
Division of Highway Services	3/8"

Emblems may be provided by the County or the County may request the Contractor to design a monogram and fabricate an emblem or design a monogram that will be embroidered onto the garment as per Section D, Group I, Item #53 and #54. The Contractor shall sew emblem or embroider the monogram in the left breast area, above the left breast pocket if applicable, unless otherwise directed by the Contract Administrator or Designee. The cost for sewing the emblem onto the garment will be included in the unit price bid on the Quotation Sheet. The cost for embroidering the monogram onto the garment is an additional charge as per Section D, Group I, Item #54.

#### MEASUREMENT

DOT/Division of Highway Services will utilize Method A and/or Method B under Section C, Item # 55-Measurements.

When Method A is used, the Contractor shall take individual measurements for uniforms on an annual basis. Listings of personnel will be provided, and fittings are to be accomplished at each of the seven (7) locations at the time and date designated by the County, not more than five (5) days after notification by the Contract Administrator.

When Method B is used, no additional cost to the County will be charged for the complete sizing line.

NOTE: ALL ITEMS ARE UNIFORMS CURRENTLY USED BY DOT/Division of Highway Services.

#### Item Nos. 1 & 1A-Cargo Pants

8 oz. twill fabric, 65% polyester /35% combed cotton blend with post-cured durable press finish. Brass zipper-button closure. Two slack style front pockets and two set-in hip pockets, right and left leg pocket with 2 button closures. Belt loops, ½ -inch stitched through. Length determined during measurement.

Color: Navy

Size: Item 1 - Waist 28 through 42  
Item 1A - Waist 44 through 56

#### Item Nos. 2 & 2A-Cargo Pants -100% Cotton

8 oz. twill fabric, 100% cotton, color fast and durable press finish. Heavy-duty brass ratcheting zipper, button closure. Synthetic blend waistband trim with two front pockets, two hip pockets with left side button closure, right and left leg pocket with 2 button closures. Belt loops, ½ -inch stitched through. Straight leg, hemmed inseams with blindstitched bottom hem. Length determined during measurement

Color: Navy

Size: Item 2 - Waist 28 through 42  
Size: Item 2A - Waist 44 through 56

## SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)

### Item Nos 3 & 3A – BDU Trousers

Twill fabric, 65% polyester /35% combed cotton blend, adjustable waist, button fly, two front slash pockets, four button – closure pockets, drawstring ankle ties

Color: Navy

Size: Item 3 - Small through Extra Large

Size: Item 3A - Extra-Extra Large or larger

### Item Nos 4 & 4A – BDU Trousers

Twill fabric, 100% cotton, adjustable waist, button fly, two front slash pockets, four button – closure pockets, drawstring ankle ties

Color: Navy

Size: Item 4 - Small through Extra Large

Size: Item 4A - Extra-Extra Large or larger

### Item Nos. 5 & 6- Long Sleeve Cotton T-Shirt

100% cotton jersey, no pocket and double stitched, reinforced shoulder and collar seam. Monogram stenciled on the left breast area of shirt. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard

Color: Fluorescent Yellow-Green

Size: Item 5-Small through Extra Large;

Size: Item 6-Extra-Extra Large or larger

### Item Nos. 7 & 8 - Long Sleeve Cotton T-Shirt

100% cotton jersey with left breast pocket and double stitched, reinforced shoulder and collar seam. Monogram stenciled on the left breast area of shirt above pocket. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard

Color: Fluorescent Yellow-Green

Size: Item 7-Small through Extra Large;

Size: Item 8-Extra-Extra Large or larger

### Item No. 9 & 10- Long Sleeve T-Shirt

90% cotton/10% polyester jersey with left breast pocket and double stitched, reinforced shoulder and collar seam. Monogram embroidered on the left breast area of shirt above pocket. The cost for embroidering will be paid for under Item #54.

Color: Ash Gray

Size: Item 9 - Small through Extra Large;

Size: Item 10-Extra-Extra Large or larger

### Item Nos. 11 & 12-Short Sleeve T-Shirt with Pocket

50% cotton/50% polyester mesh knit with left breast pocket and double stitched, reinforced shoulder and collar seam. Monogram stenciled on the left breast area of shirt above pocket. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard

Color: Fluorescent Yellow-Green

Size: Item 11-Small through Extra Large;

Size: Item 12-Extra-Extra Large or larger

## SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)

### Item Nos. 13 & 14-Cotton Bib Overalls

100% cotton Fluorescent Yellow-Green overalls. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard  
Monogram stenciled on left breast area of coveralls.

Color: Fluorescent Yellow-Green

Size: Item 13-Small through Extra Large;  
Waist measurements 32-50;  
Size: Item 14-Extra, Extra Large and larger;  
Waist measurements 52-56

### Item Nos. 15 & 16-Hi-Vis Insulated Coveralls

Winter weight coveralls are to be 8 oz. Denier “pack cloth” outer fabric, water resistant, insulated with 8 oz. Dacron hollifill with a nylon taffeta lining inside and two oversized insulated pockets with snaps plus a chest pocket with a snap flap. Length for all sizes-Short, Regular, Long. cotton Fluorescent Yellow-Green overalls. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard Monogram stenciled on the left breast area of coveralls.

Color: Fluorescent Yellow-Green

Size: Item 15-Medium through Extra Large;  
Size: Item 16-Extra, Extra Large and larger

### Item Nos. 17 & 18-Eisenhower Jacket

Full cut, (27-inches) waist length, solid brass zipper front, capable of including a zip-in/zip-out liner, with two-piece lined collar. Pre-cured durable press finish 7½ oz. twill fabric, machine washable, with a no-iron stain resistant finish, 65% polyester/35% combed cotton blend. Two position adjustable cuffs and two large button-through breast pockets with flaps. Adjustable waistband tabs. Length for all sizes: short, regular and long in both male and female. Monogram stenciled on the left breast area of jacket.

Color: Navy

Size: Item 17-Small through Extra Large;  
Size: Item 18-Extra, Extra Large and larger

### Item Nos. 19 & 20-Jacket Liner

Full sleeve liner, 100% polyester tricot quilted to 1/8” polyurethane foam lining with a zip-in/zip-out aluminum zipper track attachable to Item Nos. 17 & 18.

Color: Black

Size: Item 19-Small through Extra Large;  
Size: Item 20-Extra, Extra Large and larger

### Item No 21 & 22-Hi-Vis Lined Coat

Polyurethane-coated Polyester outer shell, water resistant, 6.5oz black panda fleece liner, 2 front pockets w/zippers, one inner pocket w/zipper, elastic waistband and cuffs. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard. Monogram embroidered or emblem sewed on the left breast area of jacket. The cost for embroidering would be paid for under Item #54.

Color: Fluorescent Yellow-Green

Size: Item 21-Small through Extra Large;  
Size: Item 22-Extra, Extra Large and larger

## SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)

### Item No 23 & 24-Supervisor's Hi-Vis Lined Rain Coat

Polyester outer shell, Zip out B. Dry quilted liner, double storm flap over Delrin zipper. Double slider side zippers. Double entry lower pockets w/flaps, hidden hood. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard. Monogram embroidered or emblem sewed on the left breast area of jacket. The cost for embroidering would be paid for under Item #54.

Color: Fluorescent Yellow-Green

Size: Item 23-Small through Extra Large;

Size: Item 24-Extra, Extra Large and larger

### Item Nos. 25 & 26-Winter Coat w/Hood

Fingertip length, 100% cotton, 10 oz. brown duck, water repellent, 8.5 oz. polyester fiberfill insulation, rust proof heavy duty brass zippers, inset knit wristlets, rivet reinforced stress points, two needle stitching throughout, bound inter seams, three insulated hip pockets with rust proof metal snap on each flap and a breast pocket with flap and snap. Corduroy collar, removable snap attachment, pile-lined hood (Refrigiwear style #40 or equal). Entire coat and hood-washable with no shrinkage after washing. Monogrammed emblem sewed on the left breast area of coat.

Color: Brown Duck

Size: Item 25-Small through Extra Large;

Size: Item 26-Extra, Extra Large and larger

### Item Nos. 27 & 28-Fleece Jacket

Heavy duty tear resistant shell of 80% polyester and 20% cotton poplin; polyester fleece lining; zipper front. Monogram embroidered on the left breast area of jacket. The cost for embroidering will be paid for under Item #54.

Color: Royal Blue, Navy, Forest Green, Black, Red

Size: Item 27-Small through Extra Large;

Size: Item 28-Extra, Extra Large and larger

### Item Nos. 29 & 30-Utility Jacket

12 oz. shell of cotton duck with acrylic/polyester lining; metal button front with 3 pockets. Monogrammed emblem sewed on the left breast area of jacket.

Color: Fluorescent Yellow-Green

Size: Item 29-Small through Extra Large;

Size: Item 30-Extra, Extra Large and larger

### Item Nos. 31 & 32-Winter Parka

Windproof durable shell of nylon with a teflon coating; two way zipper front; thermoloft lined. Monogram embroidered on the left breast area of Parka. The cost for embroidering will be paid for under Item #54.

Color: Navy & Black

Size: Item 31-Small through Extra Large;

Size: Item 32-Extra, Extra Large and larger

### Item Nos. 33 & 34-Mid-Weight Jacket

Wind proof, water resistant nylon shell; polyester/nylon lining; zipper front; 2 zipper pockets. Monogram embroidered on the left breast area of jacket. The cost for embroidering will be paid for under Item #54.

Color: Navy, Black, Forest Green, Red

Size: Item 33-Small through Extra Large;

Size: Item 34-Extra, Extra Large and larger



## SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)

### Item Nos. 35 & 36-Short Sleeve Denim Shirts w/Pocket

6.5 oz, 100%cotton; button down collar, wood tone buttons. Monogram embroidered on the left breast area of shirt. The cost for embroidering will be paid for under Item #54.

Color: Light Blue	Size: Item 35-Small through Extra Large;
	Size: Item 36-Extra, Extra Large and larger

### Item Nos. 37 & 38- Long Sleeve Denim Shirts w/Pocket

6.5 oz, 100%cotton; button down collar, 3 button adjustable cuff, wood tone buttons. Monogram embroidered on the left breast area of shirt. The cost for embroidering will be paid for under Item #54.

Color: Light Blue	Size: Item 37-Small through Extra Large;
	Size: Item 38-Extra, Extra Large and larger

### Item Nos. 39 & 40-Short Sleeve Pique Shirt w/Pocket-Light Colors

7.2 oz. Heavy weight pique mesh shirt; 2 button placket; left chest pocket. Monogram embroidered on the left breast area of shirt above pocket. The cost for embroidering will be paid for under Item #54.

Color: White	Size: Item 39-Small through Extra large;
	Size: Item 40-Extra, Extra Large and larger

### Item Nos. 41 & 42-Short Sleeve Pique Shirt w/Pocket-Dark Colors

7.2 oz. Heavy weight pique mesh shirt; 2 button placket; left chest pocket. Monogram embroidered on the left breast area of shirt above pocket. The cost for embroidering will be paid for under Item #54.

Color: Black, Navy, Forest Green	Size: Item 41-Small through Extra large;
	Size: Item 42-Extra, Extra Large and larger

### Item Nos. 43 & 43A-Short Sleeve Jersey Sport Shirt

5.6 oz. 50/50 cotton polyester; 2 pearl buttons; full cut. Monogram stenciled on left breast area of shirt.

Color: White;	Size: Item 43-Small through Extra Large;
Light Colors;	Size: Item 43A-Extra, Extra Large and larger
Dark Colors	

### Item Nos. 44 & 44A-Short Sleeve Jersey Sport Shirt w/Pocket

5.6 oz. 50/50 cotton polyester; 2 pearl buttons; full cut; left chest pocket. Monogram stenciled on left breast area of shirt.

Color: White;	Size: Item 44-Small through Extra Large;
Light Colors;	Size: Item 44A-Extra, Extra Large and larger
Dark Colors	

### Item Nos. 45 & 46-Hi-Vis Crew Neck Sweatshirt

7.5 oz. 50/50 mid weight. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard. Monogram stenciled on left breast area of sweatshirt.

Color: Fluorescent Yellow-Green	Size: Item 45-Small through Extra Large;
	Size: Item 46-Extra, Extra Large and larger

## SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)

### Item Nos. 47 & 48- Hi-Vis Hooded Pullover Sweatshirt

7.5 oz. 50/50 thermal lined. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard. Monogram stenciled on left breast area of sweatshirt.

Color: Fluorescent Yellow-Green	Size: Item 47-Small through Extra Large;
	Size: Item 48-Extra, Extra Large and larger

### Item Nos. 49 & 50- Hi-Vis Zip Front Hooded Sweatshirt

100% acrylic; zip front. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard. Monogram stenciled on left breast area of sweatshirt.

Color: Fluorescent Yellow-Green	Size: Item 49-Small through Extra Large
	Size: Item 50-Extra, Extra Large and larger

### Item Nos. 51 & 52- Hi-Vis Unlined Coveralls

Twill; unlined. Class 2 safety marking per ANSI/ISEA 107-2004 High Visibility Standard Monogram stenciled on left breast area of coveralls.

Color: Fluorescent Yellow-Green	Size: Item 51-Small through Extra Large; Chest measurements 36-50;
	Size: Item 52-Extra, Extra Large and larger; Chest measurements 52-56

### Item No. 53-Monogram Emblems

Design monogram using a minimum of three (3) colors. Submit final design to the Contract Administrator for approval. Reproduce approved monogram design as an emblem. Additional colors are to be bid separately under Item #55. Sample of the design with colors is to be submitted for approval by the Contract Administrator prior to reproduction. Price on quotation sheet includes design, material and labor for producing monogram only and does not include attaching the emblem to the garment. Cost for attaching the emblem to the garment is to be included in the unit price bid for each item requiring an emblem.

### Item No. 54-Embroidered Monogram

Design monogram using a minimum of three (3) colors. Submit final design to the Contract Administrator for approval. Reproduce monogram by embroidering approved design onto fabric. Additional colors are to be bid separately under Item 56. Sample of the design with colors is to be submitted for approval by the Contract Administrator. Unit cost includes design, material and labor for finished monogram. Cost for embroidering onto the garment is an additional charge that is not included in the unit price bid for each item requiring an embroidered monogram. The unit cost for Item #54 will be added to each item requiring embroidery.

### Item No. 55 & 56-Additional Colors

At the request of the Contract Administrator, the Contractor will provide additional colors to the design of the monogram for an emblem or for embroidering that will meet the County's requirements. Payment for each additional color will include material only. Cost for the design of the monogram will be included as part of Item No. 53 or 54.

## END SECTION D - GROUP I – DOT/Division of Highway Services

**GROUP II – DEPARTMENT OF LIQUOR CONTROL**

	Color – Blue/White Stripe	Sizes – XXL – XXXXL
	As per Red Kap style #SP20BB or Equal	
5.	Trousers	
	8 ¼ oz. Twill fabric, 65% polyester/35% combed cotton blend with post-cured durable press finish. Brass zipper – button closure. Two slack style front packets and two set-in hip pockets. Belt loops, ½-inch stitched through.	
	Color – Navy	Waist – 28 through 56
	As per Red Kap style #PT10NV or equal	
6.	T-Shirt with Pocket	
	50% cotton/50% polyester mesh knit with left breast pocket and double stitched, reinforced shoulder and collar seam.	
	Color – Navy Blue	Sizes – Small through Extra Large
	As per Platinum style #007WP or equal	
7.	T-Shirt with Pocket	
	As per above EXCEPT LARGER SIZES	
	Color – Navy Blue	Sizes – XXL – XXXXL
	As per Platinum style #007WP or Equal	
8.	Long Sleeve Shirt with Pocket	
	Color – Navy Blue	
	As per Platinum style #007WP or Equal	
9.	Caps	
	Caps shall be baseball type with solid foam-backs and nylon mesh open back, of polyester or polyester blend washable fabric. Seams shall be reinforced and sweatbands foamed lined. Internal visor shall have flexible fabric cover that bend without creasing. A foam inner layer of seamless front panel shall ensure cap retains its shape.	
	Color – Navy Blue	Sizes – Adult
	As per Toppers style #HA11OR or equal	
10.	Navy Knit (winter) Watch Cap with DLC logo	
11.	Eisenhower Jacket/ or similar lightweight jacket with liner	
	Full cut, (27-inches) waist length. Pre-cured durable press finish. Twill fabric, machine washable, with a no-iron stain resistant finish. Length: short, regular and long in both Male and Female.	
	Color – Navy	Sizes – Small through Extra Large
	As per Red Kap style #JT30NV or equal	
12.	Jacket, Navy Twill Barn	
	Berne Apparel style CH415 or equal	
13.	Shorts	

## SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)

65% polyester – 35% cotton, 7.5oz. Twill, permanent press with heavy duty ratcheting zipper, button closure, two slack style front pockets, two hip pockets, left side button closure. 7 ½ inch inseam.

Color – Navy

Sizes – 28 – 42

As per Red Kap #26645 or equal

14. Shorts  
as per above EXCEPT LARGER SIZES Sizes --44-46
15. Hooded Sweatshirt  
Navy, 50% polyester/50% cotton, 7.5 oz. Pill resistant fleece, full zip-front, double lined hood with grommets and matching drawcord, front muff pockets, ribbed cuffs and waistband, coverseamed waistband.  
  
Color – Several other colors available      Sizes – S – XL  
As per Jerzees style #993 or equal
16. Hooded Sweatshirt  
as per above EXCEPT LARGER SIZES Sizes XXL- XXXL
17. Sweater  
Navy, V-Neck, jersey stitch top, seed stitch bottom and sleeves, 100% cotton  
  
Color – other colors available      Sizes – S-XL  
As per Rohan #795 or equal
18. Sweater  
as per above EXCEPT LARGER SIZES Sizes – XXL-XXXL
19. Short Sleeve Golf Shirt  
Navy, 100% cotton pique, 6.5 oz., single-lock knitted polo collar, 2 button fully lined and fused clean finished placket with single-needle leading edge stitching, a ¼ reinforced rectangular box, lock stitched buttonholes and cross stitched button.  
  
Colors – other colors available      Sizes – S- XL  
As per Outer Banks style #5063 or equal
20. Short Sleeve Golf Shirt  
as per above EXCEPT LARGER SIZES Sizes – XXL – XXXL
21. Oxford Button Down Shirts Long Sleeve  
Lined, banded, topstitched collars, double pleated sleeves w/tailored sleeve placked and a box pleat back. 60% combed cotton/40%polyester, 4 ¼ oz/yd yarn dyed oxford.  
As per Edwards #1070, or equal

Color – light blue

Sizes – 14 ½ - 20 ½

## SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)

White

22. Oxford Button Down Shirts – Short Sleeve  
Lined, banded, topstitched collars, double pleated sleeves w/tailored sleeve placked and a box pleat back. 60% combed cotton/40%polyester, 4 ¼ oz/yd yarn dyed oxford.

As per Edwards #1020 or equal

Color – light blue

Sizes – 14 ½ - 20 ½

White

23. Aprons Denim  
26" x 35" 65% polyester/ 35% cotton denim material  
Pen pocket

**SECTION D – SPECIFICATION/SCOPE OF WORK (END)**  
**GROUP II – DEPARTMENT OF LIQUOR CONTROL**

**SECTION D – SPECIFICATION/SCOPE OF WORK (Continued)**  
**GROUP III DOT – DIVISION OF FLEET MANAGEMENT**

**1. Long Sleeves – Work Shirt**

Minimum 4 ½ oz. Poplin, Leno or Broadcloth. 65% polyester/35% combed cotton, lined collars with stays, fully lined cuffs with one button each, stitched down front facing, six buttons, gripper at the neck, two button thru-style pockets and pencil stall in pocket

Color – Charcoal  
As per Red Kap Style # SP10CH or equal

Sizes – Small through Extra-Large  
Quantity – 770 each

**2. Long Sleeves – Work Shirt**

As per above EXCEPT LARGER SIZES

Color – Charcoal  
As per Red Kap Style # SP10CH or equal

Sizes – XXL - XXXXL  
Quantity – 220 each

**3. Short Sleeves – Work Shirt**

As per above EXCEPT half sleeves

Color – Charcoal  
As per Red Kap Style # SP20CH or equal

Size - Small through Extra-Large  
Quantity – 660 each

**4. Short Sleeves – Work Shirt**

As per above EXCEPT LARGER SIZES

Color – Charcoal  
As per Red Kap Style # SP20CH or equal

Sizes – XXL - XXXXL  
Quantity – 220 each

**5. Trousers**

8 ¼ oz. Twill fabric, 65% polyester/35% combed cotton blend with post-cured durable press finish. Brass zipper – button closure. Two cargo style side pockets and two set-in hip pockets. Belt loops, ½ inch stitched through.

Color – Black  
As per Edwards style # 2575-10 or equal

Sizes – Waist 28 through 56  
Quantity – 2,035 each

**6. Coveralls**

Winter weight coveralls are to be 8 oz. Denier ‘pack cloth’ outer fabric, water resistant, insulated with 8 oz. Dacron hollifill with a nylon taffeta inside and two oversized insulated pockets with snaps, plus a chest pocket with a snap flap. Length: short, regular and long, all sizes.

Color – Bright Orange  
As per Walls Style # 15062BZ or equal

Sizes – Medium through Extra Large  
Quantity – 110 each

**7. Coveralls**

As per above EXCEPT LARGER SIZES

Color – Bright Orange  
As per Walls Style # 15062BZ or equal

Sizes – XXL - XXXXL  
Quantity – 85 each

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP III DOT – DIVISION OF FLEET MANAGEMENT**

**8. Eisenhower Jacket w/Liner**

Full cut, (27-inches) waist length, solid brass zipper front, attached liner, with two-piece lined color. Pre-cured durable press finish, 7 ½ oz. Twill fabric, machine washable, with a no-iron stain resistant finish, 65% polyester/35% combed cotton blend. Two positions adjustable cuffs and two large button-thru breast pockets with flaps. Adjustable waistband tabs. Length: short, regular, and long in both Male and Female.

Color – Charcoal

As per Red Kap Style # JT30CH/LN10BK or equal

Sizes – Small through Extra Large

Quantity – 110 each

**9. Eisenhower Jacket w/Liner**

As per above EXCEPT LARGER SIZES

Color – Charcoal

As per Red Kap Style # JT30CH/LN10BK or equal

Sizes – XXL - XXXXL

Quantity – 85 each

**10. Hip Jacket w/Detachable Hood**

Full cut, (29-inches) hip length solid brass zipper, two-piece lined collar, 7 ½ oz. Twill fabric, machine washable 65% polyester/35% combed cotton blend, with hood capable of attaching/detaching to collar area. Two position adjustable cuffs and two lower inset pockets with patch pocket on the left sleeve.

Color – Charcoal

As per GCA Style 3364CH or equal

Sizes – Small through XXXXL

Quantity - 195 each

**11. Long Sleeve Shirt, Executive**

Minimum 4 ½ oz. Oxford cloth. 60% cotton/40% polyester blend. Banded button-down collar with placket front and one left breast pocket. Full cut.

Color – Several Colors and Stripes

As per Edwards style # 1070/1020 or equal

Sizes – Necks 14-21/ sleeves 32-38

Quantity – 350 each

**12. Short Sleeve Shirt, Executive**

Same as above EXCEPT IN SHORT SLEEVES

Color – Several colors and stripes

As per Edwards style # 1070/1020 or equal

Sizes – Necks 14 through 21

Quantity – 290 each

**13. Trousers, Executive**

8 ½ oz. Twill fabric, 65% polyester/35% cotton blend, double hook and eye closure, brass zipper, two front quarter top pockets, two welt back pockets, 1 ¾ inch belt loops, full cut straight leg style, Ban-Rol waistband, double pleat.

Color – Black

As per Edwards Style # 2610 or equal

Sizes – Waist 28 through 54

Quantity – 275 each

**14. Long Sleeve T-Shirt w/Pocket**

50% cotton/50% polyester mesh knit with left breast pocket and double stitched, reinforced shoulder and collar seam. Division logo stenciled on the left breast area of shirt above pocket.



**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP III DOT – DIVISION OF FLEET MANAGEMENT**

Color – Charcoal  
As per Platinum Style # 007WP or equal

Sizes – Small through Extra Large  
Quantity – 725 each

**15. Long Sleeve T-Shirt w/Pocket**

As per above EXCEPT LARGER SIZES

Color – Charcoal  
As per Platinum Style # 007WP or equal

Sizes – XXL through XXXXL  
Quantity – 275 each

**16. Short Sleeve T-Shirt w/Pocket**

50% cotton/50% polyester messy knit with breast pocket and double stitched, reinforced shoulder and collar seam. Division logo stenciled on left breast area of shirt above pocket.

Color – Charcoal  
As per Platinum Style # 007WP or equal

Sizes – Small through Extra Large  
Quantity – 725 each

**17. Short Sleeve T-Shirt w/Pocket**

As per above EXCEPT LARGER SIZES

Color – Charcoal  
As per Platinum Style # 007WP or equal

Sizes – XXL through XXXXL  
Quantity – 275 each

**18. Long Sleeve Work Shirt, - Flame Retardant**

7 oz. Indura flame resistant fabric, 100% cotton. Lined cuffs with one button each, stitched down front facing, six buttons, with two button thru-style pockets.

Color – Gray  
As per Red Kap/Bulwark style # SCW2SY or equal.

Sizes – Necks 14-21/ sleeves 32-38  
Quantity – 85 each

**19. Trousers – Flame Retardant**

9 oz. Twill fabric, 100% cotton, brass zipper - button closure. Two slack style front pockets and two set-in hip pockets. Belt loops, ½ inch stitched through.

Color - Charcoal  
As per Red Kap/Bulwark style # PCW2CH or equal.

Sizes – Waist 28 through 56  
Quantity – 85 each

**END GROUP: DGS – DIVISION OF FLEET MANAGEMENT SERVICES**

## **SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**

### **GROUP IV SHERIFF’S OFFICE**

#### **SHIRT REQUIREMENTS – ITEMS 1 THROUGH 8**

- Male shirts must range from 14” – 19.5” (Neck – ½” increments) and from 28” to 40” (sleeves – 1” increments). long – body (tall) shirts must be available with a separate cost to be bid
- Female shirts must range from 28”-48” (chest). Long body (tall) shirts must be available with a separate cost to be bid
- The emblem is to be securely sewn on each shirt, unless otherwise specified, using quality thread to closely match the border trim of the emblem. Emblems are to be centered and affixed on the left shoulder, ½” below the shoulder seam. The cost for this service is to be included in the quoted price. Emblems provided to the contractor by the County
- All shirts, sweaters, and jackets require emblems. Badge patch must be sewn on over the left breast pocket in place of badge holder on duty jackets. Cardigan Sweaters require emblems sewn on the left breast.
- Each shirt is to have a sewn-in label specifying numerical size (including long body, if appropriate), manufacturer’s name, fabric content, and cleaning information.
- Each shirt is to be individually packaged in a sturdy plastic bag or wrap.

#### **1. MALE SHIRT – SHORT SLEEVES**

Tailoring and Style - Shirts will be cut on a form-fitting line, and the shape of the pockets and general style specification. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

Basic fabric - 11.5– 12.5 oz. per linear yard, Tropical Weave, 65% Polyester/35% Rayon, color Silvertan, constructed 41 picks x 49 ends per inch, 4 - 8 % inherent fill stretch.

Enhanced for permanent moisture management, wickability, breathability, soil release and UPF protection through Nanotex “Coolest Comfort” technology.

Creasing - Pockets and pocket flaps to be die creased to give uniform shape and size. Shirt to have five permanent military creases, which are to be applied via a pneumatically controlled application of silicon sealant, so as to give permanency to the creases for the life of the garment. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease. Each sleeve will be creased.

Collar - Convertible collar shall be one piece and to measure 3-1/4" long at points and 1-5/8" wide at back. The collar shall be made with permanent collar stays. Tie space must be approximately ¼” when the collar is buttoned. The collar and inner yoke to be lined with a compatible Combed Cotton blended poplin fabric for comfort. The collar lining shall be banana shaped.

Collar Stays - Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom ply of the collar. There shall be one horizontal buttonhole.

Sleeves - Sleeves are to be straight and whole and have a 1" hem. These shall be graded in length so as to finish from the shoulder seam as follows:

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

<u>Size</u>	<u>Finished Length</u>
14 and 14-1/2	9-1/2"
15, 15-1/2 and 16	10"
16-1/2" and above	10-1/2"

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front - Each front shall have a facing 3" in width extending from the neckline to bottom of shirt provided by a turnunder of material. The left front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart. Buttons to be strongly attached through two thicknesses of material forming right front and shall correspond to each buttonhole.

Back - There is to be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of cotton blended poplin for additional comfort. There shall be a top stitch along the entire bottom of outside yoke for additional stability.

Pockets - To have two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/2" box stitching top and bottom to prevent spreading.

Flaps - To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a non-functional matching button and buttonhole sewn on the flap. Flap closures shall have side points of the flaps are to be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

Badge Tab - To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

Buttons - All buttons shall be made from melamine material for durability and must match fabric.

Interlining - Top center to be lined with QST interlining. Flaps to be EZ crease. Collar to be lined with fusible interlining.

Size Markings - DutyMax woven label to be sewn in yoke, with size label sewn next to it.

Pressing and Packaging - Shirts shall be carefully pressed, packed two to a box with the sizes marked on the outside of the box at the one end.

A Montgomery County Sheriff's Office emblem must be sewn on the left sleeve 1/4" down from the sleeve seam.

**As per Elbeco, Style #5542 or equal.**

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

**2. MALE SHIRT – SHORT SLEEVES, XXL+**

As per above EXCEPT size XXL and over

**As per Elbeco, Style #5542 or equal.**

**3. MALE SHIRT – LONG SLEEVES**

As per above EXCEPT

Collar - The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. Innerstand and inner yoke to be made of a compatible Combed Cotton blended poplin fabric for additional comfort.

Collar Stays - Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom ply of the collar. The stand shall fasten with one button. There shall be one horizontal buttonhole

Sleeves - To be straight and whole. The cuffs are to be 2-7/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff. The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

Front - The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six vertical Reece buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Interlining - Top center to be lined with QST interlining. Band and Flap to be EZ crease. Cuffs to be 3.75 weight Durapress. Collar to be built-up top fuse.

**As per Elbeco, Style #542 or equal.**

**4. MALE SHIRT – LONG SLEEVES, XXL+**

As per above EXCEPT size XXL and over

**As per Elbeco, Style #542 or equal.**

**5. FEMALE SHIRT – SHORT SLEEVES**

As per above EXCEPT

Collar - Convertible collar shall be one piece and to measure 3-1/8" long at points and 1-5/8" wide at back. The collar shall be made with permanent collar stays.

Sleeves – Sleeves are to be straight and whole and have a 1" hem. The finish shall be 9"

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

long from the shoulder seam.

Front - Each front shall have a facing 3" in width extending from the neckline to bottom of shirt provided by a turnunder of material. The right front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six vertical buttonholes placed 3/4" from edge, first 2-1/2" down from neck, balance 3-1/2" apart.

Pockets - To have two breast pockets with mitred corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to have 1-1/4" box stitching top and bottom to prevent spreading.

Flaps - To have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a non functional matching button and buttonhole sewn on the flap.

**As per Elbeco, Style #9742 or equal.**

**6. FEMALE SHIRT – SHORT SLEEVES, XXL+**

As per above EXCEPT size XXL and over.

**As per Elbeco, Style #9742 or equal.**

**7. FEMALE SHIRT – LONG SLEEVES**

As per above EXCEPT

Collar - The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. Innerstand and inner yoke to be made of a compatible Combed Cotton blended poplin fabric for additional comfort.

Collar Stays - Collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom ply of the collar. The stand shall fasten with one button. There shall be one horizontal buttonhole.

Sleeves - To be straight and whole. The cuffs are to be 2-5/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff. The sleeve opening shall measure 3-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

Front - The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on left side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

Interlining - Top center to be lined with QST interlining. Band and Flap to be EZ crease. Cuffs to be 3.75 weight Durapress. Collar to be built-up top fuse.

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

**As per Elbeco, Style #9542 or equal.**

**8. FEMALE SHIRT – LONG SLEEVES, XXL+**

As per above EXCEPT size XXL and over.

**As per Elbeco, Style #9542 or equal.**

**9. CARDIGAN SWEATER**

Color: Brown

Cardigan sweaters are 100% orlon, dark brown, interlocked weave, coat style reinforced neck and shoulders, double elbows, 6 coordinating button front, and knit wrists with the emblem sewn on the left breast.

Size availability will be XS (32-34), S (36-38), M (40-42), L (44-46), XL (48-50), XXL (52-54), XXXL (56-58) to fit men and women.

**As per Pine State, Style #2906 or equal**

**10. CARDIGAN SWEATER XXL+**

As per above EXCEPT size XXL and over

**As per Pine State, Style #2906 or equal**

**11. COMMANDO SWEATER**

Color: Blauer Brown – Male & female

General Design - Shall be pull over style, wool 2 x 2 rib throughout, crew neck with a straight body and set in sleeves. The number of counted ribs from side seam to side seam across the chest and bottom welt shall be equal to the chest size in inches. Durable cloth patches shall re-enforce shoulders and elbows. The body and sleeve welts shall be knit with a non raveling edge.

Knitting - The garment is to be knitted from 2 x 2 construction, using .54 inches of yarn per stitch.

Seam Construction - All sweater seams shall be stitched using an overlock machine, except for the shoulder and sleeve cuff seams. The shoulders and underarms shall be reinforced with 5/8 inch cotton tape, to prevent underarm seam from coming apart under stress.

Patches - The sweater is to have re-enforcing patches on each shoulder and sleeve. The patches must match the color of the sweater. The patches, with raw edges turned in, are to be secured by a double needle lock stitch, except for the edge incorporated into the sleeve seam. . There must be no puckering, gathering or distortion, where the patches are sewn to the sweater. The sleeve patch shall be contoured to fit the arm.

Badge Patch - There must be a badge patch on the left breast measuring approximately 3 inches by 4 inches, attached to the sweater.

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

Name Plate Patch - There shall be a name plate patch on the right breast measuring approximately 1 1/2 inches by 3 3/4 inches, attached to the sweater.

Epaulets - The epaulets shall have three points; shall be smooth and flat, and uniform in construction and placement. They shall be made from two plies of reinforcement fabric and one ply of fusible interlining for added shape retention. Each epaulet must be set to the shoulder, turned back on itself, and then top stitched parallel to the sleeve setting seam. The epaulets shall be attached to the shoulder patch using a 1 by 1 inch piece of hook and loop pile fastener sewn as close to the pointed end as possible.

Emblems – Agency supplied emblem shall be sewn onto the left sleeve of the sweater.

Sizes – Availability will be XS (32-34), S (36-38), M (40-42), L (44-46), XL (48-50), XXL (52-54), XXXL (56-58)

**As per Blauer, Commando Sweater, Style #200 or equal**

**12. COMMANDO SWEATER XXL+**

As per above EXCEPT size XXL and over

**As per Blauer, Commando Sweater, Style #200 or equal**

**13. DUTY JACKET**

Color – Brown

General Design - The jacket shall be 25”–27” long waist length, waterproof, breathable by design, featuring two inverted pleated patch pockets with mitered flaps and side entry, detachable epaulets, retractable inside storm fly, a 2-way front zipper, zippered side vents, coat sleeve cuffs with snap closures, Telescopic© sleeves, inner patch pockets, a full reflective package, and a removable Thinsulate© liner with zip-off sleeves.

Fabric - Three ply textured nylon with Super Hiptex 3000© membrane to be bonded to backside for complete water and windproofness while allowing for breathability.

Color: Brown.

Lining - 100% nylon taffeta, 1.8 ounces per square yard.

Removable Liner - The liner shall be a zip-out full body liner with attached knit wristlets. The liner sleeves will zip-off the body liner to provide an additional option. There shall be opening slots in the liner to allow access to inner pockets. The liner insulation is 3M Thinsulate© CS-200 in the body and CS-100 in the sleeves. There is a non-woven scrim quilted between the Thinsulate© and the nylon taffeta lining, which is against the wearer when the liner is worn. This feature is to prevent migration of the Thinsulate7 fibers. Sleeves - Must be constructed with a two-piece construction with elasticized anchor so that proper position is maintained after extension. There must be two metal snaps placed on opposite sides of inside wrist area to hold liner in place. The sleeve under seams shall have hidden zipper sewn in to allow access for sewing on emblems.

Cuffs- Cuffs shall be 2-1/4" wide with genuine tanned black leather trim, set into edge.

## **SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**

### **GROUP IV SHERIFF’S OFFICE**

There shall be a 1-1/2" wide strip of Scotchlite© reflective tape sewn into the inner face of cuff. This strip shall be visible when the cuff is turned up. Closures shall be two position metal snap fasteners, flat black finish.

Collar - The permanent collar must be made of two plies of the shell fabric plus the interlining.

Pockets - There must be two reverse pleated two-way opening patch pockets on the front of the jacket. There will be a 2½" x 7" Scotchlite© reflective pull-out tab sewn to the inside of each pocket at the top. There must be two additional inside pockets accessed through slots in liner.

Side Vents – Side vent zippers must be sewn into each side seam.

Waistband - Separate shell fabric waistband must be approximately two inches wide and elasticized in the back. There will be a zipper sewn into each side for equipment and weapon access.

Epaulets - There must be removable epaulets measuring approximately 2" x 6-1/2" when folded, which can be inserted into two shoulder loops and buttoned at the pointed end.

Zipper - The front zipper must be a black Delrin7 Jumbo two-way, functional up to collar points. The top and bottom front and side zipper sliders shall be anodized black (not enamel).

Interlining – The collar, sleeve cuffs, pocket flaps, storm flaps and fronts must be interlined.

Emblems – An agency supplied emblem shall be sewn onto the left sleeve. An agency supplied badge patch must be sewn in place of the badge tab. This will be located on the front of the outer shell approximately 6 ½" down from the left shoulder seam.

**As per Elbeco, Style #3915 or equal**

#### **14. DUTY JACKET XXL+**

As per above EXCEPT size XXL and Over

**As per Elbeco, Style #3915 or equal**

#### **15. MALE TIES**

Male ties are to be made bend-over style and metal clip on, 12 ounce 55% Dacron / 45% wool.

**As per hamburger Woolen, Style #602/98**

#### **16. FEMALE TIES**

Female ties are to be made X type style and metal clip on, 12 ounce 55% Dacron / 45% wool.

**As per hamburger Woolen, Style #602/98**

#### **17. TURTLENECK SHIRTS**



**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

Pullover type turtleneck with seamless body and full neck with long sleeves. Shall be a Single Jersey Knit consisting of 100% Combed Cotton, seamless construction so as to provide superior comfort and performance. The finished cloth shall conform to the following: Weight 6 ounces per square yard, 23 Wales per inch, 34 Courses per inch and 95 Bursting strength, pounds. Collar & Neck shall be 1 x1 Rib Knit consisting of 95% cotton and 5% Spandex Lycra, weighing 7.25 ounces per square yard. Yarn size to be a minimum of 36 singles. Embroidered MCSO in gold ¾” lettering and 1” to the left of front center of collar

The finished cloth shall show fastness to light, laundering, and perspiration equal to or better than Standard Sample.

Turtleneck shall be manufactured so that it will retain its shape and will finish 4 inches in height unfolded. Collars finishing higher than 4 inches shall be rejected due to unacceptable appearance during wear.

The finished turtleneck, after five launderings and dryings, shall not elongate more than 2 percent or shrink more than 8 percent lot average with no sample unit to exceed 8 percent.

Each garment shall have a size, identification, and instructions label conforming to all Federal Regulations.

**As to Elbeco – Brown, Style #7701**

**18. Dickies**

Pullover type turtleneck dickie with full neck height. Shall be a Single Jersey Knit consisting of 100% Combed Cotton, seamless construction so as to provide superior comfort and performance. The finished cloth shall conform to the following: Weight 6 ounces per square yard, 23 Wales per inch, 34 Courses per inch and 95 Bursting strength, pounds. Collar & Neck shall be 1 x1 Rib Knit consisting of 93% cotton and 7% Spandex Lycra, weighing 7.25 ounces per square yard. Yarn size to be a minimum of 36 singles. Embroidered MCSO in gold ¾” lettering and 1” to the left of front center of collar.

The finished cloth shall show fastness to light, laundering, and perspiration equal to or better than Standard Sample.

Turtleneck dickie shall be manufactured so that it will retain its shape and will finish 4 ½” in height unfolded and 7 ½” in width.

The finished turtleneck dickie, after five launderings and dryings, shall not elongate more than 2 percent or shrink more than 8 percent lot average with no sample unit to exceed 8 percent.

Each garment shall have a heat-seal identification label in the neck. A care and content label shall be inserted in the seam in the bottom hem.

**As per Elbeco - Brown, Style BR701**

**19. Tactical Vest:**

Color: Black

Constructed from 8.5 oz., 100% cotton canvas, triple-stitched and bartacked throughout. Full zip and snap front closure. Rear venting. Double wall construction. Sixteen specialized compartments. Hidden key clasp.

**As per 5.11 Tactical, Tactical Vest, Style #80001 or equal.**

**SECTION D –SPECIFICATION/ SCOPE OF WORK (Continued)**  
**GROUP IV SHERIFF’S OFFICE**

**20.     3-in-1 Parka**

Color: Black

Outer Shell Jacket: Shell constructed of 100% nylon / polyamide material. Lining Body / Pockets constructed of 100% Polyester material. Lining Sleeves / Lower Body constructed of 100% Nylon. Outer shell jacket is to be both waterproof and breathable.

Outer shell jacket is to have a pull-out badge holder on the front left chest, a pull-out identification panel on the front right chest, and a pull-out identification panel on the back.

Inner Wind Resistant Fleece: Shell Body constructed of 100% Polyester material. Shell Shoulders / Elbows constructed of 100% Nylon material. Lining Sleeves / Lower Body constructed of 100% Nylon material. Lining Pockets constructed of 100% Polyester material.

**As per 5.11 Tactical, 3-in-1 Parka, Style #48001 or equal**

**21.     Response Jacket**

Color: Black

Constructed from a lightweight and windproof micro fiber shell. It is to be full lined. It is to have two pull-out, removable identification panel. One located on the left front chest area, the other located on the back.

**As per 5.11 Tactical, Response Jacket, Style # 48016 or equal**

## **SECTION D – SPECIFICATIONS/SCOPE OF WORK**

### **EMBLEMS**

All uniforms shirts and jackets require an emblem (to be provided by the County) sewn on.

### **GARMENT FIT AND INDIVIDUAL MEASUREMENT**

The Contractor must provide DOT, Transit Services two (2) uniform fitting sessions annually, to be scheduled in advance and at a time of mutual convenience. Each session must be scheduled at a facility within the County, for a duration of approximately four to five hours.

### **DYE RETENTION**

Fabrics used in any and all items furnished under any contract resulting from this invitation for bid must meet or exceed the color requirements set forth below:

1. Items requiring Dry Cleaning:  
Color fastness of fabric subjected to twenty-five (25) commercial dry cleanings must be in compliance with the National Association of Textile Chemist and Colorist, Rate Class 4.
2. Washables:  
Color fastness of fabric subjected to twenty (20) commercial launderings must be in compliance with the National Association of Textile Chemist and Colorist "Rate Class 3.5"

All fabrics, regardless of their being of dry cleanable or washable nature, must withstand forty (40) standard fading hours (carbon arc fade-meter) without noticeable change in shade.

### **SHRINKAGE OF FABRIC**

General shrinkage of fabric used in any and all items furnished under any contract resulting from this Invitation for Bid must not exceed the American national Standards Institute "Standard L-24" (31/2%). Shrinkage of collars must not exceed an eighth of an (1/8") below the marked neck size during the serviceable life of the garment. Shrinkage of sleeve length must not exceed one quarter of an inch (1/4") during the serviceable life of the garment.

### **IDENTIFICATION LABELS**

All items must be furnished with size labels. Labels must be affixed to the garment's interior in an area where such labels are normally placed. The location of the labels must remain consistent, shipment after shipment. The stitching that holds the label in place must never protrude through the garment's exterior. The label must remain legible throughout the garment's normal service life, which includes periodic cleanings.

All garments must be furnished with a cleaning/laundrying instruction label. Said label must be sewn-in permanent type as described in the above paragraph. The location of said label must remain consistent, shipment after shipment.

### **Fittings**

All fittings must be taken from samples provided by the contractor in a complete size run.

### **Emblems**

All shirts, dress jackets, sweaters, and outerwear require emblems. Emblems are to be attached in a uniform manner as directed by the County.

### **Men's Shirts**

#### **1. Men's Long Sleeve White Shirt**

Poplin, 35% cotton/65% Dacron polyester permanent press, finest vat dye, pre-shrunk, sanforized and finished with Teflon fabric protector. The shirt will be cut and styled to conform to the specifications listed below. All stitching shall be of Dacron core thread to match shirt fabric and color.

## **SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)**

### **Extra Long Tails**

Six button front. The button stand shall be a 1" wide and self lined. It shall extend from the collar to the bottom of the shirt. All buttons shall be securely attached to the button stand and shall correspond to the buttonholes on center facing. The front shall have a center facing 1-1/2" wide extending from the collar to the bottom of the shirt, made of the same fabric as the shirt with two rows of stitching 7/8" apart. All buttons shall be made from melamine and shall match fabric color.

Collar stay shall be of good quality Stalar vinyl 2-1/2" in length and 3/8" wide. Collar shall be lined with 100% Dacron.

Two pockets with mitered corners, approximately 5-1/2" wide, 6" deep with mitered corners, die cut and creased. Left pocket to have pencil opening through left flap. Each pocket to have a peaked flap, 5-3/4" wide with points measuring 1-3/4" on each side and 2-1/2" in center. The flaps shall be secured to the shirt by two rows of stitching 3/11" apart with a 1-1/4" pencil opening in the left flap.

One piece sleeves, straight and whole, with top placket 1" wide and bottom placket 1/2" wide approximately 5" long from top of cuff. Cuffs 2-5/8" wide, 1/8" edge stitch. Two buttons on each cuff, one buttonhole on each sleeve. Sleeves to be securely attached to the body of the shirt using a merrow stitch with a safety stitch. Cuffs to be 37 durapress.

Collar shape and style shall conform to the TT89 collar with back of stand 1-1/2", points medium spread, 3" in length. The stand shall fasten with one button. Interlining 100% Dacron. No epaulets.

Each shirt shall be labeled with its own label which clearly shows the make, material and size. Labels and size information shall be made in black indelible ink and be easily read so as to permit accurate and easily read information for purposes of inventory control. Shirts shall be professionally pressed and be packaged in its own plastic bag.

As per Southeastern, style #428 or Edwards Style #1260-00 or Equal.

### **2. Men's Long Sleeve Blue Shirt**

As per #1. above, EXCEPT blue

As per Southeastern, style #1102 or Edwards Style 1260-01 or Equal.

### **3. Men's Short Sleeve Blue Shirt**

As per #1. above EXCEPT finished short sleeve.

As per Southeastern, style #4228 or Edwards Style 1210-00 or Equal.

### **4. Men's Short Sleeve White Shirt**

As per #1. above EXCEPT blue and with finished short sleeve.

As per Southeastern, style #1202 or Edwards Style 1210-01

## **Women's Shirts**

### **5. Women's Long Sleeve White Shirt**

As per above except Southeaster or Edwards, 65% cotton/35% polyester permanent press, medium spread collar With permanent collar stays. Collar stand to fasten with one button. Sleeve one piece with two (2) button 2-5/8"

Width cuffs, size button front, back double yoke. Two breast pockets 5-5/8" x 6-1/4" long, mitered corners, left Pocket with pencil opening. Pockets to have box pleat stitched top and bottom.

As per Southeaster Style #L1103 or Edwards 5260-00 or Equal.

## **SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)**

### **6. Women's Long Sleeve Blue Shirt**

As per #5. above EXCEPT blue and short sleeve.

As per Southeastern Style # L 1102 or Edwards Style 5260-01 or Equal.

### **7. Women's Short Sleeve Blue Skirt**

As per #5. above EXCEPT short sleeve.

As per Southeastern Style #L 1203 or Edwards Style 5210-00 or Equal.

### **8. Women's Short Sleeve White Shirt**

As per #5. above EXCEPT blue and short sleeve.

As per Southeaster style #L 1202 or Edwards Style 5210-01 or Equal.

## **TROUSERS**

### **9. Men's Trousers**

Fabric Klopman Mills, 100% Dacron Polyester, 11.5 – 12 oz. Color: Navy

Design shall be made on a uniform pattern, having a plain front with quarter top pockets, a watch pocket and Two (2) back pockets. Trousers shall be hemmed.

**Pockets:** The front pockets shall have a minimum opening of 6-1/2" and they shall be 6" deep from the bottom of the opening. They will be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and will be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left back pocket shall have a tab to button. The watch pocket, located approximately 3-1/4" to the front of the right side seam at the waistband, shall have an approximate opening of 2-3/4" and will be 3" deep. The front pockets and watch pocket shall each have a straight bartack. The back pockets are to be bartacked with a triangular bartacking machine.

**Pocketing** All pocketing shall be black, 65% polyester/35% cotton with a minimum thread count of 68 x 54. The weight shall be 2.60 yds./lb.

**Waistband** The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain, attached with a rocap machine, shall have Snugtex and be made of black, 65% polyester/35% cotton. No roll waistband stiffener, 3/4" in Width, shall be sewn in the waistband on the front of the trouser from side seam to side seam. The trouser are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.

**Inside Trim** The right fly and crotch linings shall be the same faric and color as the waistband curtain. The The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

**Belt Loops** There shall be a minimum of five (5) belt loops on waist size 28, 29, 30, and a minimum of seven (7) on all sizes over 30. Except for the back loop, all loops shall be keystone style measuring

1-3/4" at the top and 1-1/2" at the bottom. The back loop shall be straight and shall be 3/4" wide. Except for the back loop which shall be tacked on, all loops shall be sewn into the bottom of the Waistband and into the rocap. They shall accommodate a 1-5/8" belt.

As per Elbeco #E8941 or Liberty #600 MNV or Equal

## **SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)**

### 10. Women's Trousers

As above except Elbeco Style #E 8945 or Liberty #600 FNV or Equal

## **SKIRTS**

### 11. Women's Skirts

Wosterlon by Milliken 13-1/4 to 13-3/4 oz. per linear yard, 100% Polyester Elastique, Warp Dacron T-232, Textured Octobal 150 Denier, 2 ply air tangled, fully oriented. Fillings singles spun 50% 65 E and 50% 655E. Long Staple. Color: Navy.

Skirt modified A-line pattern. Waistband to be plain in front and Shirred in back, side zipper with button closure on left, and on side pocket on right. Pocket to be self-material, 6" bartacked at bottom and inserted in waistband. The waistband to be 1-1/4" wide, self material with side closure on left. Elastic Shirring in back shall fit the band and expand a minimum 1". Skirt to have a Talon # 703 nylon zipper with memory1 Lock slider. Zipper tape to be treated for PRES-TU last finish. Zipper to have bottom stop and straight bartack sewn at bottom through zipper tape.

Skirt to be seamed with polyester core thread, all loose threads removed, completely pressed and side seams and back gore seams pressed open. Sewn in fabric label with lot number, fiber count, and size and WPL number.

As per Sobel #9208 M or Executive Apparel #2303 or Equal.

## **JACKETS**

### 12. Jacket - Hip Length      Fechemier Bros #5850

#### Fabric

330 Denier Cordura Nylon (wrap), 3 Ply Taslanized Nylon filling. Plain weave treated with durable flouocarbon water and stain release agents. Weight uncoated 5.5 oz per sq. yard (1.4 oz) Back strength in lbs. 190 warpp (min) 110 fill (min). Tear Strength 38 (min) Count 64 wrap, 38 fill. Shrinkage for wrap and fill 2% max. Color fastness and crocking, good. Non-ravel ¼ oz. coating of urethane. Color: Navy Blue.

#### Permanent Lining

Cloth type: 100% nylon Tafteta with plain weave. Denier 70 wrap 70 fill. Lining fibers of nylon 66 continuous filling yarns with 34 filaments, melting point of 450F. Weight 1.8 oz. per sq. yard. Warp 104. fill 86. Tear strength min. 3.5 lbs. warp and min. 2.1 lbs. fill. Breaking strength min. 125 warp and 85 85 fill. Maximum shrinkage of less than 2% warp and fill. Color fastness & crocking good. Color black.

#### Interlining

100% cotton osnaburg, weight 3.45 yards per pound. Count of 30 wrap and 24 fill. Break strength of 60 lbs. warp and 35 lbs fill. Maximum shrinkage of 3-4% for both wrapand fill. Collar, collar stand,

epaulets, pocket flaps and fronts must be interline.

#### General Styling

Hip length cut from a modern uniform jacket patter. Two way zipper front opening and left and right side Zippered vents for easy access to equipment. To have detachable pile collar, wind collar, permanent collar,

## **SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)**

collar stand, two piece set-in sleeves, bi-swing back, shoulder epaulets, upper hanging and lower slash pockets. To have zip-out thinsulate liner and permanent thinsulate lining in sleeves.

Garment parts to be cut employing Gerber GGT 591 traveling, conveyorized and computerized cutting System.

### **Removable Liner**

There shall be a zip-out sleeveless, insulated liner that incorporates cs-200 thinsulate thermal insulation in the body. The insulation shall be quilted to 86 pick nylon on the face side of the liner and nylon tricot on the backing.

The perimeter of the liner shall be bound with black nylon tape and the liner shall have a zipper track to allow To zip out of the jacket. Liner to be removable by means of a 54" aluminum zipper. The left front of the liner Shall have a patch pocket.

**Sleeves:** Two piece coat style with shoulder pads and genuine leather trim. The sleeves shall be Permanently lined incorporating cs-100 thinsulate. The insulation shall be quilted to 86 pick nylon.

**Epaulets:** The epaulets shall be 2-1/4" wide at their widest point. The points of the epaulets shall finish at the collar joining seam of the coat, fastened with a buttonhole and 24 ligne uniform button. The epaulets shall be functional and removable. They shall be place under and folded over two (2) loops constructed of self material place approximately 2-3/4" apart sewn to either side of the shoulder seams.

### **Collar and Collar Stand**

The permanent collar and collar stand shall be made of two plies of the basic fabric plus the interlining. The interlining shall be sewn to the under collar and under collar stand using eight star stitch. The collar Points shall be well shaped and symmetrical. The detachable collar will consist of a layer of pile fabric and one layer of polyester/cotton pocketing. The under collar portion of the detachable collar shall consist of two piles of the basis fabric. There will be three button holes on both sides of the detachable collar for attachment to the jacket. Collar pile to be 100% acrylic face, 100% polypropylene back. Weight of 27-28 oz. per linear yard and height of 3/8" with high luster finish.

**Wristlets:** Shall be black 100% polyester, 1 x 1 bib knit.

**Buttonholes** Cut first with # 8 gimp/thread ends to be bartacked.

**Pockets:** the upper pockets shall be inside hanging pockets with scalloped flap with 24 button and buttonhole. Flaps to be self lined with snap closure system. The male portion of the snaps shall be located on the lower corners on the underside of the flaps. The female portion of the snaps shall be a corresponding position on the front of the jacket to provide a neat and secure closure. The lower pocket shall be a slash pocket with a 7/8" welt. The welt shall be trimmed with genuine leather. The inside nylon tafteta lining shall have a single inside pocket double piped. This Shall be approximately 5-1/2" wide x 8" deep and shall be on the left front.

**Bi-swing back:** The bi-swing shall be approximately 12" in length and 1-1/2" in depth. It shall be Constructed with an elasticized anchor so that the bi-swing will be snapped back Into proper position after being extended. The elastic shall be a 1" elastic braid.

**Bartacks:** Bartacks shall be used on the zipper of the quilted line, at both male and female ends, and on both female ends of the storm liner (6 bartacks in all). The pocket on the quited liner shall also be bartacked at each upper corner. Bartacked shall also be used to join ends on the armhole of the quilted liner and storm liner, and

at any other binding ends.

Slide fasteners: The front zipper shall use a delrim, two-way, size #10, 24" long, color black. The

**SECTION D – SPECIFICATIONS/SCOPE OF WORK (Continued)**

Zip out lining zippers shall be aluminum size #3, non-locking. Side zippers to be nylon, two way, size # 3, 12" long, color black.

Eyelets: Eyelets for the badge tab shall be spaced 1-1/8" center to center and shall be size 00 invincible brass.

Badge Tab: To be made of self material with two (2) metal eyelets. The bottom of the badge shall be approximately 5/8" above left pocket flap.

Flechheimer: Ultra Protector #5850 or Solor-1 MX02 or Equal

13. **SWEATERS**

Bulky knit, crew neck cardigan career sweater with double elbow. Bulge stitch finish, clean inner Construction. Braided front and pocket bands. Transfer bottom band and cuffs. Made from Monsanto S-63, pile resistant long wear yarn. Fabric is to be pre-shrunk prior to cutting. Full bartack In all stress areas with lined pockets using self –fabric. Full front zipper. Color:navy.

SF Knitting Mills #5510 (S-M-L-X-tra Large)

14. **SWEATER** Same as above except for size

SF Knitting Mills #5510 (2X-tra Large)

15. **SWEATER** Same as above except for size

SF Knitting Mills #5510 (3X-tra Large)

16. **JACKET HIP LENGTH WITH EMBLEM** Tri-Mountain #9100 – Navy

17. **JACKET HIP LENGTH WITH EMBLEM** Tri-Mountain #9900 – Navy



ATTACHMENT A

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee, determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

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Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County  
Office Of Business  
Relations and Compliance

MFD Report of Payments Received

For Office Use

**SAMPLE ONLY! NOT TO BE USED BY PRIME**

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$ \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? \_\_\_\_\_

YES ☐ NO ☐

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

\_\_\_\_\_  
(TYPED/PRINTED COMPANY NAME)\_\_\_\_\_  
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)\_\_\_\_\_  
(TITLE)\_\_\_\_\_  
(SIGNATURE OF COMPANY OFFICIAL)\_\_\_\_\_  
(DATE)( ) -  
TELEPHONE( ) -  
FAX\_\_\_\_\_  
E-MAIL

Mail to: Alvin Boss, Program Specialist II  
255 Rockville Pike, Ste. 180  
Rockville, MD 20850

ATTACHMENT B

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Procurement Officer. The letter must explain why a waiver is appropriate. The Director of the Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Department of General Services must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN

Contractors

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

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2. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

---

3. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

---

4. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IFB #1011883

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract, or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

IFB #1011883

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Director, Department of General Services

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

IFB #1011883  
**Attachment C**

**Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between  
County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.



**Wage Requirements Certification**

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The bid price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. reserved-intentionally left blank.
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ . See Section 11B-33A(d).

## **Contractor Certification**

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	<input type="checkbox"/>

**501(c) (3) Nonprofit Organization's Employee's**  
**Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

**NOTE:** IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

**ATTACHMENT D**

**Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract  
between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.;
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through [www.LCPTracker.net](http://www.LCPTracker.net), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
  - A. The name, address and telephone number of the Contractor or Subcontractor;
  - B. The name and location of the job;
  - C. Each employee's:
    - a. Name;
    - b. Current address unless previously reported;
    - c. Specific work classification;
    - d. Daily straight time and overtime hours;
    - e. Total straight time and overtime hours for the payroll period;
    - f. Rate of pay;
    - g. Fringe benefits by type and amount;
    - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any

IFB #1011883

Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;

10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.